

# **12 FAM 450 SECURITY SUPPORT AGREEMENTS**

*(TL:DS-77; 07-26-2001)*

## **12 FAM 451 MEMORANDA OF UNDERSTANDING (MOU)**

*(TL:DS-76; 07-03-2001)*

Under the Omnibus Diplomatic Security Act, DS may provide security services to U.S. Government departments and agencies through the establishment of Memoranda of Understanding on Security Support Abroad. The Department has signed MOUs with several agencies.

### **12 FAM 451.1 U.S. Agency for International Development (USAID)**

*(TL:DS-76; 07-03-2001)*

The MOU on Support Abroad between the Department of State and the Agency for International Development (USAID) on Security Support Abroad was signed on December 7, 1987. Its text is given as 12 FAM 451 Exhibit 451.1.

### **12 FAM 451.2 Broadcasting Board of Governors (BBG)**

*(TL:DS-76; 07-03-2001)*

The MOU between the Department of State and the BBG on Security Support Abroad was signed on May 21, 2001. Its text is given as 12 FAM 451 Exhibit 451.2.

### **12 FAM 451.3 Department of Defense (DOD)**

*(TL:DS-76; 07-03-2001)*

The MOU between the Department of State and the Department of Defense on Security Support Abroad was signed on September 17, 1990. Its text is given as 12 FAM 451 Exhibit 451.3.

## **12 FAM 451.4 Department of Commerce**

*(TL:DS-76; 07-03-2001)*

The MOU between the Department of State and the Department of Commerce on Security Support Abroad was signed into effect on May 29, 1992. Its text is given as 12 FAM 451 Exhibit 451.4.

## **12 FAM 451.5 Department of Navy**

*(TL:DS-76; 07-03-2001)*

The MOU between the Department of State and the Department of the Navy concerning the use of Naval support unit personnel [Seabees] assigned to the Department's Security Program was signed on March 30-April 19, 1984. Its text is given as 12 FAM 451 Exhibit 451.5.

## **12 FAM 452 SECURITY OF INTERNATIONAL CONFERENCES**

*(TL:DS-76; 07-03-2001)*

DS provides security arrangements for international conferences, foreign and domestic, in which the United States participates and at which U.S. classified and administratively controlled information is present.

## **12 FAM 453 THROUGH 459 UNASSIGNED**

**12 FAM 451 Exhibit 451.1**  
**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN THE DEPARTMENT OF STATE AND**  
**THE U.S. AGENCY FOR INTERNATIONAL**  
**DEVELOPMENT (USAID) ON SECURITY**  
**SUPPORT ABROAD**

*(TL:DS-39; 08-15-1994)*

**I. BACKGROUND**

A. Under the Inspector General Act of 1978 as amended (P.L. 96-533 and P.L. 97-113), the Inspector General of the Agency for International Development is charge with specific responsibilities for providing security services to the establishment and to the International Development Cooperation Agency. These mandated responsibilities include the supervision, direction, and control of all security activities relating to A.I.D. and the I.D.C.A. programs and operations, the performance of inspections, and the preparation of semi-annual reports to Congress on said activities.

B. The Omnibus Diplomatic Security and Anti-Terrorism Act of 1986 assigns responsibility to the Secretary of State to develop and implement, in consultation with the heads of other federal agencies, policies and programs to provide for the protection of all U.S. government personnel on official duty overseas, and the establishment and operation of security functions at all U.S. missions abroad. To facilitate the fulfillment of this responsibility, other federal agencies are therein directed to cooperate and assist the Department of State, through agreement, to the maximum extent possible. The Omnibus Act expressly identifies types of assistance to be rendered, i.e., logistical support and security inspections. It also states that federal agencies may perform other overseas security functions as authorized by the Secretary of State.

**II. STATEMENT OF AGREEMENT**

A. In accordance with the above legislation and the policies enacted by the Overseas Security Policy Group (OSPG), the undersigned agree that the Department of State, Bureau of Diplomatic Security (DS) will perform certain overseas security functions for the Agency for International Development, and that the A.I.D. Inspector General, Office of Security (IG/SEC) will cooperate and assist the Department to fulfill this responsibility in the manner and to the extent hereinafter set forth. The provisions of this Agreement supersede those contained in the previous Overseas Security Agreement between the Agency for International Development and the Department of State dated August 26, 1968.

## **Continued—12 FAM 451 Exhibit 451.1**

B. Nothing in the following agreement shall derogate from or be construed to conflict with the authorities and responsibilities of the Chief of Mission under Section 207 of the Foreign Service Act of 1980 (22 U.S.C. 3927), or to derogate from or conflict with the responsibility of agencies under section 207 to keep the Chief of Mission fully and currently informed and to ensure that its employees comply with the applicable directives of the Chief of Mission.

### **III. PHYSICAL SECURITY SERVICES**

A. DS will provide to IG/SEC, in a timely manner, information pertinent to A.I.D. security. Such information will include, but not be limited to, threat reports and analysis, approved modifications to DOS security standards, and updates on DOS-approved security products, systems or designs.

B. Overseas, the Regional Security Officer (RSO) will advise, through DS, the respective U.S.A.I.D. and IG/SEC of any specific threat information concerning U.S.A.I.D. facilities or personnel, and specify the security measures taken or planned to counter such threats. The RSO will also inform, through DS, U.S.A.I.D. and IG/SEC of any general threat information concerning the U.S. community at post.

C. DS, through the responsible RSO, will provide or direct physical, technical, and procedural security services at all U.S.A.I.D. posts overseas.

D. The RSO will conduct, on a regular basis, complete physical, personnel and procedural surveys of U.S.A.I.D. missions and facilities. The RSO will coordinate through DS with the responsible IG/SEC Regional Operations Officer in advance of the projected U.S.A.I.D. survey so that IG/SEC may facilitate and, whenever feasible, participate in the survey. IG/SEC will provide an expeditious response to DS regarding their intent to participate in the survey. New surveys will be conducted according to DS policy or whenever major changes occur in the physical structure, size, or location of space occupied by U.S.A.I.D. in separate facilities. These changes may include, but are not limited to, completion of significant physical security improvements, acquisition of additional space in the same building, leasing or additional office space in another building, or relocation of the U.S.A.I.D. mission to a new site. Copies of these types of reports will be forwarded to IG/SEC for review/concurrence with report recommendations.

Identification of funding will be provided prior to the initiation of any security projects resulting from the recommendations.

## **Continuation—12 FAM 451 Exhibit 451.1**

E. The RSO will arrange for technical security inspections by appropriate technical security personnel of U.S.A.I.D. premises and facilities as required by local conditions, or in response to a specific request from IG/SEC. The RSO will also arrange for technical security systems installation, maintenance and repair as required at U.S.A.I.D. facilities.

F. The RSO will manage the guard force assigned to U.S.A.I.D. office facilities and residences. Appropriate guard and watchman procedures for the above locations will be established and documented in the form of written guard orders, copies of which will be provided to the U.S.A.I.D. Unit Security Officer (USO). Marine security guards will be assigned to U.S.A.I.D. facilities when such assignment is deemed to be warranted by DS and IG/SEC, subject to other considerations such as the establishment of positions by the Department of State and the availability of Marine Corps personnel.

G. The RSO will conduct appropriate investigations of all incidents occurring on U.S.A.I.D. premises or at U.S.A.I.D. residences involving unauthorized or forced entries, physical penetration, and other similar breaches of security, and forward a detailed report of investigation through DS to IG/SEC in a timely manner.

H. IG/SEC will conduct periodic security inspections of U.S.A.I.D. office facilities, residences, and warehouses, to evaluate compliance and assist U.S.A.I.D. in developing methods and strategies for meeting DOS and A.I.D. security standards and regulations. In support of these inspections, Regional Security Officers will make available to IG/SEC such locally held files and information pertaining to U.S.A.I.D. security as may be required.

I. IG/SEC will administer the A.I.D. security radio program in support of all U.S.A.I.D. direct-hire and U.S. contractor personnel, regardless of location. The radios provided by IG/SEC will be fully compatible with the Department of State emergency and evacuation system.

### **IV. PERSONNEL SECURITY SERVICES**

A. DS will conduct personnel security investigations, pursuant to Executive Order 10450, of U.S. citizens who have served overseas and are applying for direct-hire and contract positions in A.I.D. as may be requested by the Assistant Inspector General for Security (AIG/SEC). When requested by the AIG/SEC, DS will also conduct personnel security investigations of U.S. citizen direct-hire and contract personnel serving overseas.

## **Continuation—12 FAM 451 Exhibit 451.1**

B. The RSO will screen all U.S.A.I.D. alien applicants or personnel for suitability and reliability, and if appropriate, certify them as acceptable for employment. The A.I.D. unit security officer (USO) will assist the RSO or Post Security Officer (PSO) in the conduct of these investigations when so requested. The closest cooperation will be maintained between the RSO and PSO and the U.S.A.I.D. USO to facilitate accomplishment of local investigations in the most effective way.

C. The RSO will conduct required investigations for the U.S.A.I.D. Mission Director in matters concerning alien contractors and alien contractor personnel.

D. The RSO will conduct investigations on intended alien spouses of U.S.A.I.D.'s U.S. citizen employees as requested by the Mission Director or IG/SEC.

E. When the RSO receives reports or allegations bearing on the security or loyalty of U.S.A.I.D. employees, the RSO shall communicate this information to DS. DS will coordinate matters with the AIG/SEC prior to issuing direction and guidance to the RSO. Except for emergency situations, or at the direction of the COM, the RSO will not initiate a formal investigation without DS approval. This does not preclude the RSO from conducting preliminary inquiries to substantiate allegations.

F. In the event that DS receives reports or allegations reflecting adversely on the suitability of A.I.D. U.S. employees overseas, the RSO will immediately communicate this information to IG/SEC, via DS, for determination of investigation requirements.

G. Except for emergency situations, no A.I.D. U.S. citizen employee under investigation by the RSO shall be confronted in an interview situation without approval and instruction from IG/SEC through DS.

H. The RSO will provide the IG/SEC, through DS, with detailed reports of all security investigations conducted for A.I.D.

I. DS will not undertake any criminal or administrative investigations of A.I.D. U.S. direct-hire and contractor employees, or foreign national personnel, unless so requested by the A.I.D. Regional Inspector General for Investigations (RIG/II), who has sole responsibility for such investigations. This does not preclude the RSO from conducting preliminary inquiries to substantiate allegations.

The Chief of Mission may authorize investigations of extraordinary circumstances when consideration of mission security or jeopardy to human life do not permit the seeking of prior approval from Agency headquarters.

## **Continuation—12 FAM 451 Exhibit 451.1**

### **V. TRAINING SERVICES**

A. The U.S.A.I.D. Unit Security Officer (USO) will be trained and assisted in security matters by the appropriate Regional or Post Security Officer.

B. The RSO will include A.I.D. U.S. direct-hire and U.S. contractor personnel in all security training and indoctrination lectures and provide them with appropriate security briefing materials.

### **VI. ISSUE RESOLUTION**

Should a conflict arise between U.S.A.I.D. officials and DS Security Officers concerning the substances or interpretation of security matters, the issues in question will be forwarded to DS and IG/SEC for resolution.

For the Administrator:  
Herbert L. Beckington  
Inspector General  
Agency for International  
Development

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Date

For the Secretary:  
Robert E. Lamb  
Assistant Secretary for  
Diplomatic Security  
Department of State

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Date

**12 FAM 451 Exhibit 451.2**  
**MEMORANDUM OF UNDERSTANDING (MOU)**  
**BETWEEN THE DEPARTMENT OF STATE AND**  
**THE BROADCASTING BOARD OF**  
**GOVERNORS (BBG) CONCERNING SECURITY**  
**SUPPORT ABROAD**

*(TL:DS-77; 07-26-2001)*

**I. AUTHORITY AND PURPOSE**

The Department of State enters into this Memorandum of Understanding pursuant to the authority and responsibility of the Secretary of State over security matters as set forth in the Omnibus Diplomatic Security and Antiterrorism Act of 1986 (P.L. 99-399). The Act requires the Secretary of State, in consultation with the heads of other U.S. agencies having personnel at U.S. missions abroad, to develop and implement policies and programs, including funding levels and standards, in order to provide for the security of United States Government operations of a diplomatic nature. Such policies/programs shall include:

- (1) The protection of all U.S. Government personnel on official duty abroad and their accompanying dependents, other than those personnel under the command of a United States area military commander; and
- (2) The establishment and operation of security functions at all U.S. Government missions abroad, other than facilities or installations subject to the control of a United States area military commander.

Nothing in this agreement shall derogate from or be construed to conflict with the authorities and responsibilities of the Chief of Mission under law and Presidential directive or/and Presidential Letter of Instruction and under Section 207 of the Foreign Service Act of 1980 and the United States International Broadcasting Act of 1994, as amended.

The Secretary has directed that the Assistant Secretary for Diplomatic Security be responsible for the implementation of the diplomatic security program. The Bureau of Diplomatic Security will coordinate the development of security standards and policies affecting all personnel at U.S. missions abroad through the Overseas Security Policy Board (OSPB) or its successor. The BBG will be represented as a voting member of the OSPB and will be subject to the policies promulgated by that body. As such, the BBG will rely on the expertise and assistance of the Regional Security Officers (RSO) in the provision of security support.



## **Continuation—12 FAM 451 Exhibit 451.2**

The Omnibus Act requires other federal agencies to cooperate, to the maximum extent possible, with the Secretary of State through the development of interagency agreements on overseas security. Such agencies may perform security inspections and provide logistical support relating to their differing missions and facilities, and perform other overseas security functions as may be authorized by the Secretary, with or without reimbursement.

## **II. GENERAL ISSUES**

### **Existing Policy**

Department of State policy that is applicable to all agencies under the Chief of Mission Authority is applicable to the BBG. In particular, the OSPB Security Standards and Policy Handbook (12 FAH-6), the Physical Security Policy for Voice of America Correspondents (12 FAH-6 H-521.2) and the Information Security Regulations in 12 FAM 500 and 600 are applicable to BBG personnel, facilities and operations abroad.

The BBG will represent the security interests for facilities covered by this MOU to include, but not be limited to, the overseas offices and bureaus of the Voice of America and the transmission stations and affiliate offices of the International Broadcasting Bureau.

### **Points Of Contact**

A. Regional Security Officer (RSO) – For each post, there is an RSO responsible for the physical, technical and procedural security of all U.S. Government agencies under the authority of the Chief of Mission overseas, including, BBG personnel and facilities. The RSO is the point of contact (POC) for security matters at post for the BBG station Manager.

B. Station Managers - The BBG Station Managers or designated alternates, will serve as the POC to RSOs for all security matters at post.

C. DS Headquarters – The DS Office Director responsible for the particular program of concern to BBG will serve as the POC for the BBG Security Director. In the absence of the respective Office Director, contact will be elevated to the Executive Director, DS.

D. BBG Headquarters – The BBG Security Director will serve as POC in Washington, DC, for all overseas security related issues between the BBG and DS Headquarters.

## **Continuation—12 FAM 451 Exhibit 451.2**

### **Security Issues at Post**

If security issues not covered in this MOU arise at post, or if there is an issue concerning the substance or interpretation of this MOU, the BBG Station Manager and RSO will attempt to resolve the issue at post. Unresolved matters will be referred to both the BBG Security Director and DS headquarters for resolution.

### **III. PHYSICAL, TECHNICAL AND PROCEDURAL SECURITY ISSUES**

In accordance with the Omnibus Diplomatic Security Act, the Department of State and BBG agree to the following provisions regarding security services and procedures.

#### **Standards**

A. DS has the responsibility for developing and issuing physical, technical, and procedural security standards, and identifying approved security equipment, in consultation with BBG and other federal agencies. Existing security standards may be modified, in consultation with the OSPB whenever improved deterrents are identified.

B. Physical and technical security equipment will undergo certification testing by U.S. government agencies and commercial testing laboratories that have been approved by DS. Testing will be done in accordance with DS-approved test procedures and performance criteria to ensure that such equipment conforms to established security standards.

C. The Department recognizes the international broadcasting mission of BBG and the unique circumstances of Voice of America (VOA). OSBP Standards (12 FAH-6) provide applicable procedures and guidelines for the security of Department of State installations abroad and other Federal agencies under the Chief of Mission authority.

#### **Surveys**

A. DS will be responsible for conducting physical, technical, and procedural security surveys of all BBG overseas facilities on a non-reimbursable basis. Regional Security Officers conducting the surveys will make recommendations based upon established security standards and advise the senior BBG official at post of any weaknesses or deficiencies noted in the course of such surveys.

## **Continuation—12 FAM 451 Exhibit 451.2**

B. With respect to the BBG and OSPB approved policy that VOA correspondents be viewed by their press colleagues as independent reporters and not as members of the official U.S. Mission, security requirements of the RSO for VOA correspondents should be handled on a case-by-case basis in accordance with 12 FAH-6 H-521.2.

C. Similarly, in accordance with 12 FAH-6 H-521.2, the RSOs will not include offices of VOA correspondents in their routine physical security surveys of BBG facilities. However, at the correspondent's request, the RSO may conduct informal advisory visits to offices and residences for the purpose of identifying security deficiencies and recommending remedial action.

### **Security Program Inspections**

BBG may conduct periodic inspections of its facilities abroad. Further, BBG may review the adequacy of the local guard, residential security, or other security services provided to the BBG. On such occasions, the RSO shall make available to the BBG such locally held files and information pertaining to the BBG as may be required. BBG will provide DS with copies of the final reports of security inspections made by its personnel. Prior to departure from the post, the BBG official conducting the inspection will review the recommendations or issues with the RSO. RSO approval must be obtained before implementing any security program changes.

### **Local Guard Program**

A. With the exception of any independently funded locations, all BBG local guards continue to be funded from the DS Local Guard Program. Guards funded independently under contract with the BBG will be converted to State Department contracts with base funds transferred to DoS or alternatively, will be funded by BBG through an annual reimbursement to the Department.

B. The RSO shall establish, implement and manage local guard procedures necessary for the security of BBG facilities.

C. In the case of VOA relay stations at remote sites, the Station Manager may be designated the Unit Security Officer and Contracting Officer's Technical Representative and, as such, will supervise day-to-day activities of the local guard program at the facility under the overall direction of the RSO. In those cases, where necessary and practical, DS may let a separate contract for guard services at remote facilities. (See Unit Security Officer Paragraph, Page 12)

## **Continuation—12 FAM 451 Exhibit 451.2**

### **Armored Vehicles**

BBG may utilize the Department's armored vehicle contract. BBG will follow OSPB policy on the deployment of armored vehicles. BBG will fund all costs related to its armored vehicles including purchase, armoring, shipping and maintenance and repairs.

### **Forced Entry/Penetration**

All instances involving physical penetration of a building, including unauthorized entry or damage to property, as well as possible compromise of classified information, will be reported by BBG to the RSO. The RSO will conduct appropriate investigations and provide BBG with the full details of the incident as well as any follow-up action. Suspected technical security penetrations discovered by BBG personnel will be reported to the RSO for appropriate action.

### **Restricted Areas**

At facilities with appropriate physical and technical security countermeasures that are approved for storage of classified information, the RSO will designate restricted areas and establish supervisory controls over distribution and storage of classified and administratively controlled materials.

### **Training and Orientation**

The RSO will include BBG personnel in all security training and briefings programs and appropriate crisis management drills at post.

### **Unit Security Officers**

Where determined to be of practical operational value and in consultation with the RSO, the BBG Station Manager may be directly appointed or may appoint a Unit Security Officer. The Unit Security Officer will be responsible for the conduct of daily physical, technical and procedural security services for BBG. The Unit Security Officer will be trained, guided and supervised by the RSO in the execution of security functions. Based upon RSO instructions, the Unit Security Officer will report all security incidents directly to the RSO.

## **Continuation—12 FAM 451 Exhibit 451.2**

### **Reports**

Copies of routine reports or correspondence pertaining to activities conducted by or under the direction of the RSO dealing with BBG physical or procedural security matters, will be furnished through DS to BBG. Recommendations for correcting deficiencies as well as corrective action taken will be included in such reports. The RSO will immediately provide information to the BBG Station Manager about alerts, security incidents, or notices of threats to personnel and facilities.

### **Installation and Maintenance of Security Systems**

Subject to survey recommendations, DS will support, on a reimbursable basis, the installation of standard security systems at BBG facilities upon request, either by using Security Engineering Officers, Seabees, Security Technician Specialists, security engineering contractors or other cleared U.S. contractors. New systems if connected to any DoS system should not interfere or degrade the security of current systems. The maintenance of standard DS technical security equipment at BBG facilities will be included in the DS Security Equipment Maintenance Program (SEMP) on a reimbursable basis. Nonstandard equipment will generally be replaced, on a reimbursable basis, vice repaired if unusual maintenance problems or expenses arise. In cases where BBG requires technical equipment nonstandard to the DoS inventory, BBG will procure, install and maintain the equipment at its own cost. Non-standard technical equipment will only be used if DS Engineering certifies that it will not interfere with any standard DoS system installed. With DS concurrence, BBG may contract separately for maintenance of procured and installed security systems at remote sites.

### **Security Upgrade Projects**

DS will provide security oversight for BBG overseas security projects to include those left partially completed by USIA upon integration with the Department. Security oversight will be carried out by the RSO and will be limited to site surveys, advice on security projects, specifications, and assistance to the BBG and the post relating to contract issuance. Project quality assurance will be a joint effort of the BBG Unit Security Officer, the GSO and the RSO. Construction will be done under contract. Funding for BBG security upgrade projects will be the responsibility of BBG. Oversight and guidance by the Department of these projects will be done on a non-reimbursable basis.

## **Continuation—12 FAM 451 Exhibit 451.2**

### **Requests for RSO Assistance/Joint Inspections**

Requests from BBG to the RSO for physical, technical and procedural security assistance not addressed elsewhere in this MOU will be cleared through DS headquarters. In the event of a problem with security services provided by the RSO to the BBG, and when attempts to resolve the problem in consultation with the RSO have failed, BBG may bring its concerns to both DS and BBG headquarters for resolution.

### **Residential Security**

The Omnibus Act of 1986 provides authority for a residential security program applicable to personnel of all foreign affairs agencies. The Department's residential security policy provides equitable treatment/coverage to all U.S. Government personnel at posts, in accordance with prevailing threat assessments and the OSPB-approved security standards (12 FAH-6). DS will budget for and fund all physical security countermeasures for BBG residential security.

## **IV. INVESTIGATIONS**

A. DS has the responsibility for security investigations of U.S. citizen applicants, alien spouses, alien applicants, employees and contractors of BBG at U.S. missions abroad. RSOs will also provide overseas investigative support on BBG cases. All requests for investigations will be channeled through DS headquarters to the RSO. DS will perform these investigations on a non-reimbursable basis.

B. Copies of investigative reports, contact reports and correspondence relating to investigative support of BBG matters or personnel will be furnished to the BBG via DS headquarters.

C. BBG may, at its discretion, dispatch personnel from its headquarters staff to inquire into a BBG investigative matter. All such activity will be coordinated in advance with the RSO through DS headquarters.

## **Continuation—12 FAM 451 Exhibit 451.2**

### **U.S. Citizens**

A. Overseas, U.S. citizen contractors and employees of BBG will be investigated by the RSO upon the request of the BBG Security Office through DS.

B. At the direction of the Chief of Mission, overseas U.S. contractors and employees will be investigated by the RSO when allegations or complaints of a security nature are received. Following initial or preliminary inquiries but prior to initiating an official investigation of any BBG employee, the RSO will report the case to the BBG Security Office via DS.

### **Non-U.S. Citizens**

A. The RSO and BBG Station Manager at post will insure that all non-U.S. citizens proposed for contractual status or employment are investigated in accordance with established procedures. The RSO will issue a certification for employment in each approved case. Investigations should be completed prior to employment or execution of a contract. However, such persons may be employed on an interim basis upon completion of a satisfactory local investigation and temporary certification by the RSO. Continued employment will be contingent upon satisfactory results of a completed investigation. Employees and contractors are to be reinvestigated and certified every five years.

B. Allegations of misconduct against alien employees or non-U.S. citizen contractors will be investigated by or under the direction of the RSO. Detailed reports of such investigations shall be forwarded to the BBG Security Office through DS. The results of such investigations shall be the basis for a determination by the RSO of corrective action to be taken. The RSO may refer to the BBG Security Office, through DS, any cases for which the RSO believes a decision should be made by Washington.

C. The RSO, with the cooperation of the BBG Station Manager at post, will ensure that every non-U.S. citizen who requires access to administratively controlled information is properly investigated and certified.

D. Security checks and/or investigations of domestic staff of BBG employees will be conducted consistent with post policy.

E. Investigations of alien spouses or proposed alien spouses of U.S. citizen employees will be conducted consistent with State Department personnel policies stated in Volume Three of the Foreign Affairs Manual (3 FAM).

## **Continuation—12 FAM 451 Exhibit 451.2**

### **V. BUDGET AND REIMBURSEMENT**

A. BBG will continue to be included in the formulation of the DS annual security budget. Based on justifications submitted by BBG, DS will support requests for security equipment.

B. Reimbursement for security services rendered by the Department of State will be controlled by the budget offices of DS and BBG using accepted reimbursement principles and procedures.

### **VI. IMPLEMENTATION AND TERMINATION**

This Memorandum of Understanding will become effective upon signature by both agencies until notification by either party, sixty days in advance, of their intention to terminate the conditions of the agreement.

David G. Carpenter  
Assistant Secretary of State for Diplomatic Security  
Department of State

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Date: May 16, 2001

Brian T. Conniff  
Acting Director  
International Broadcasting Bureau

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Date: May 21, 2001



**12 FAM 451 Exhibit 451.3**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE DEPARTMENT OF STATE AND**  
**THE DEPARTMENT OF DEFENSE ON**  
**SECURITY SUPPORT ABROAD**

*(TL:DS-39; 08-15-1994)*

The Departments of State and Defense agree to the following provisions regarding overseas security services and procedures, in accordance with the Omnibus Diplomatic Security and Antiterrorism Act of 1986 (22 U.S.C 4801 et seq.).

**I. AUTHORITY AND PURPOSE**

The Omnibus Diplomatic Security and Antiterrorism Act of 1986, hereafter referred to as the Omnibus Act, requires the Secretary of State, in consultation with the heads of other federal agencies having personnel or missions abroad, where appropriate and within the scope of resources made available, to develop and implement policies and programs, including funding levels and standards, to provide for the security of United States Government operations of a diplomatic nature. Such policies and programs shall include:

- (1) Protection of all United States Government personnel on official duty abroad (other than those personnel under the command of a United States area military commander) and their accompanying dependents; and
- (2) Establishment and operation of security functions at all United States Government missions abroad, other than facilities or installations subject to the control of a United States area military commander.

In order to facilitate the fulfillment of these requirements, the Omnibus Act requires other federal agencies to cooperate, to the maximum extent possible, with the Secretary of State through the development of inter-agency agreements on overseas security. Such agencies may perform security inspections; provide logistical support relating to their differing missions and facilities; and perform other overseas security functions as may be authorized by the Secretary.

## Continuation—12 FAM 451 Exhibit 451.3

### II. TERMS OF REFERENCE (Alphabetical Order)

**Area Command:** A command which is composed of those organized elements of one or more of the armed services, designated to operate in a specific geographical area, which are placed under a single commander; for the purposes of this MOU, the area military commanders are: CINCEUR; CINCPAC; CINCLANT; CINCENT; and CINCSOUTH.

**Assistant Secretary of State for Diplomatic Security (DS):** The office in the Department of State responsible for matters relating to diplomatic security and counterterrorism at U.S. missions abroad.

**Consult; Consultation:** Refers to the requirement to notify all concerned parties of specific matters of mutual interest prior to taking action on such matters.

**Controlled Access Areas (CAA):** Controlled access areas are specifically designated areas within a building where classified information may be handled, stored, discussed, or processed. There are two types of controlled access areas: core and restricted. Core areas are those areas of the building requiring the highest levels of protection where intelligence, cryptographic, security and other particularly sensitive or compartmentalized information may be handled, stored, discussed, or processed. Restricted areas are those areas of the building in which classified information may be handled and stored. Classified discussions are permitted but may be limited to designated areas, depending on the technical security threat.

**Coordinate; Coordination:** Refers to the requirement to notify all concerned parties of specific matters of mutual interest and solicit their agreement prior to taking action.

**Defense Components/Defense Component Headquarters:** Those DOD organizations which have activities located overseas that fall under the control of the Chief of Mission. Examples include: the Defense Intelligence Agency (DIA) and Defense Security Assistance Agency (DSAA).

**Deputy Under Secretary of Defense for Security Policy (DUSD(SP)):** The office in the Department of Defense responsible for matters relating to security and counterintelligence.

**Diplomatic Security Service (DSS), Department of State:** The offices of the Department of State responsible for the development, coordination and implementation of security policies and programs domestically and at U.S. missions abroad.

## Continuation—12 FAM 451 Exhibit 451.3

**DOD Executive Agent:** The Directorate for Security and Counterintelligence, Defense Intelligence Agency (DIA/OSC), has been designated as the office of primary responsibility for DOD, for matters covered by this MOU.

**Emergency Action Committee (EAC):** An organization established at a Foreign Service post by the Chief of Mission or principal officer, for the purpose of planning and coordinating the post's response to contingencies.

**Foreign Service National (FSN):** Foreign Service National (FSN) employees are foreign nationals who provide clerical, administrative, technical, fiscal and other support at Foreign Service posts abroad. FSN means an employee of any foreign service-related mission/program/activity of any U.S. Government department or agency overseas establishment including, but not limited to, State, AID, USIA, Commerce, Agriculture, Peace Corps, Department of Defense, (exclusive of consular agents) who is not a citizen of the United States. The term includes Third Country Nationals (TCNs). A TCN is an individual who is employed by a U.S. mission abroad and is neither a citizen of the United States nor of the country to which assigned for duty.

**Non-standard Security System:** Those items of security equipment which are not in the DS inventory and are not maintainable by DS personnel.

**Overseas Security Policy Group (OSPG):** The Overseas Security Policy Group develops, coordinates and promotes uniform policies, standards and agreements on overseas security operations, programs and projects which affect U.S. Government civilian agencies represented abroad. The primary functions of the OSPG or subgroups shall be to formulate and develop overseas security policies and guidance for official civilian missions. Implementation of policies adopted by the OSPG or by any agency of the federal government represented at an overseas mission shall be the responsibility of appropriate officials of that agency.

## Continuation—12 FAM 451 Exhibit 451.3

**Post Defense Component Office:** DOD offices that fall under the control of the Chief of Mission. The following offices, although only a partial listing, are examples: Defense Attaché Offices (USDAOs), Joint U.S. Military Aid Groups (JUSMAGs), Joint U.S. Military Assistance Advisory Groups (JUSMAAGs), Joint U.S. Military Missions, U.S. Military Missions (MILMISH), Military Assistance Advisory Groups (MAAGs), Military Liaison Offices (MLOs), Offices of Defense Cooperation (ODCs), Offices of Defense Representative (ODRs), Offices of Military Cooperation (OMCs), Security Assistance Offices (SAOs), Security Assistance Technical Assistance Field Teams (TAFTs), Select Defense Intelligence Agency Liaison Offices (DIALOs), US Defense Liaison Offices (USDLOs), U.S. Liaison Offices (USLOs), U.S. Military Groups (MILGPs), U.S. Military Training Missions (USMTMs), U.S. Mutual Defense Assistance Office (MDAO).

**Regional Security Officer (RSO):** The RSO is a U.S. Foreign Service security officer serving abroad at an embassy or consulate who is responsible, through the chain of command to a Chief of Mission, for implementing and managing the Department's overseas security programs. The specific geographical regions for which RSOs have responsibility may include one or more Foreign Service posts.

**Sensitive DOD Operational Programs or Activities:** Those undertakings by a local Defense Component office which are mandated by DOD, or national-level authorities, and which involve sensitive national defense or national security information or matters. Examples would include: information regarding intelligence activities, sources or methods; national defense plans or contingencies; and special access programs.

**Standard Security Equipment and Systems:** Security equipment normally in the DS inventory and maintainable by DS personnel.

### III. GENERAL ISSUES

#### A. Existing Policy

Nothing in this agreement shall derogate from or be construed to conflict with the authorities and responsibilities of the Secretary of State, or the Chief of Mission as described in the Omnibus Act (22 U.S.C. 4801 et seq.), the Foreign Service Act of 1980 (22 U.S.C. 3901 et seq.) and NSDD-38. The following existing agreements are appended to this MOU and remain in effect between the Departments of State and Defense, to the extent that they do not conflict with this MOU.

## **Continuation—12 FAM 451 Exhibit 451.3**

1. MOU between the Departments of State and Defense on Utilization and Support of Marine Security Guards, dated December 15, 1986.
2. MOU between the Naval Security and Investigative Command, Department of the Navy, and the Diplomatic Security Service, Department of State relating to the Investigation of Criminal Counterintelligence Matters, dated March 28, 1988.
3. MOU between the Department of State and the Department of the Navy Concerning the Use of Naval Support Unit Personnel Assigned to the Department of State's Security Program, dated December 11, 1978.
4. DOS-DIA Agreement Regarding Support for TEMPEST Personal Computers and Classified Information Handling Systems, incorporating the DOS-DIA Interagency Control Document (ICD) of July 9, 1984, as amended.
5. STATE AIRGRAM A-41, United States Policy with Regard to Local Guard Forces (LGF) Use by Diplomatic Missions.

### **B. Issues Not Covered**

Should a particular security issue which is not covered in this MOU develop at a U.S. mission abroad, the interested officials, with the concurrence of the Chief of Mission, will refer the matter to the Department of State and, through the established chain of command, to the DOD Executive Agent for further consideration and subsequent policy guidance.

### **C. Conflicts at Post**

Should a conflict arise at post between the Defense Component office and the RSO concerning the substance or interpretation of this MOU, the interested officials will refer the matter to the Chief of Mission for resolution, through the post Emergency Action Committee (EAC). If further action is required, the post will refer the issue to the Director of the Diplomatic Security Service (DSS) and, through the established chain of command, to the DOD Executive Agent in Washington, D.C.

## **Continuation—12 FAM 451 Exhibit 451.3**

### **D. Exemptions**

Certain DOD programs, which come under Chief of Mission authority, because of their sensitivity (as defined in Section II) shall be exempt, on a case-by-case basis, from the requirements and standards of this MOU. These programs will be separately identified and coordinated in writing between DUSD(SP) and DS.

## **IV. PHYSICAL, TECHNICAL AND PROCEDURAL SECURITY ISSUES**

### **A. Standards**

(1) DS has the responsibility for developing and issuing physical, technical, and procedural security standards, in coordination with the members of the OSPG, and identifying approved security equipment which will enhance the security of all employees of the foreign affairs agencies and all new and existing installations at U.S. missions abroad.

(2) It is the policy of the Department of State to accord security protection on an equitable basis to all U.S. citizen employees of U.S. missions abroad. Any differences in the level of security provided to individuals or categories of employees at post must be based on specific higher threat levels placed on those employees and must be recommended by the post Emergency Action Committee.

(3) With regard to the security afforded to sensitive DOD operational programs and activities, it falls to the local Defense Component office at post to comply with established security program requirements. DOD agrees to comply with DS minimum security standards. If a local Defense Component office requests additional security measures beyond the established minimum level, it will coordinate all requests with the post RSO. If the RSO and the local Defense Component office cannot agree on the level of upgrade requested, they will refer the disagreement, through the Chief of Mission, to the Department of State and, through the established chain of command, the DOD Executive Agent in Washington, D.C. and request resolution of the matter. The additional costs associated with approved security upgrades will be borne by the local Defense Component office through established funding mechanisms. For sensitive DOD operations, the DOD Executive Agent will provide the DS with copies of all applicable DOD component security requirements which exceed DS standards.

## Continuation—12 FAM 451 Exhibit 451.3

(4) Existing physical and technical security standards may be modified, whenever improved deterrents are identified. Physical and technical security equipment will undergo certification testing by U.S. Government agencies and commercial testing laboratories that have been approved by DS. Testing will be done in accordance with DSS-approved test procedures and performance criteria, to ensure that such equipment conforms to established physical security standards.

(5) a. When existing Defense Component office space at post must be relocated, every effort must be made to obtain new space that meets current security standards. If the relocation requires moving to a separate facility outside the post chancery building, every effort will be made to locate a newly constructed facility or an existing building that meets current security standards. If security standards cannot be met in new space or in a proposed new building, the Chief of Mission and the Defense Component headquarters must be informed and a waiver must be approved by the Assistant Secretary for Diplomatic Security (or designee) before a new facility can be leased or constructed.

b. When the Department of State mandates that post Defense Components be moved to a proposed new facility, yet that facility does not meet all current security requirements, the RSO, working with appropriate DOS offices (e.g., A/FBO), will prepare the required waiver package with input from the Defense Component and submit it formally to the Assistant Secretary for Diplomatic Security through the Chief of Mission.

c. When the Department of Defense requests that a post Defense Component relocate to a new facility, yet that facility does not meet all current security requirements, the DOD Executive Agent will prepare the required waiver package with input from the post Defense Component, the RSO, and other appropriate DOS elements. The waiver package will be submitted to the Director of the Diplomatic Security Service, through the Chief of Mission, and according to established waiver procedures. If a waiver is denied, the DOD Executive Agent will have the opportunity to present its case to the Security Exceptions Committee which will evaluate all waiver requests, based on standards contained in the existing DS Physical Security Standards Handbook.

## **Continuation—12 FAM 451 Exhibit 451.3**

### **B. Surveys Conducted by Security Personnel Not Resident at Post**

DS, either on its own (with prior notification to the Chief of Mission and to Defense Component Headquarters through the DOD Executive Agent), or at the request of Defense Component officials, will be responsible for conducting complete physical, technical, and procedural surveys of all Defense Component offices attached to U.S. missions abroad. The security officer conducting the surveys will make recommendations based on standards established in the existing DS Physical Security Standards Handbook and will advise the senior official of the Defense Component office at post, as well as the Chief of Mission, of any weaknesses or deficiencies noted in the course of such surveys. Copies of the survey will be provided to the DOD Executive Agent and DS. DOD will be afforded the opportunity to review and comment on survey recommendations which affect the operations of Defense Component office facilities.

### **C. Security Program Inspections**

Representatives of Defense Component Headquarters may conduct periodic or emergency surveys and inspections of their local Defense Component office facilities abroad. Such surveys and inspections may only be conducted with prior notification to the RSO at post through DSS. Further, Defense Component Headquarters and the DOD Executive Agent may review the adequacy of the local guard and residential security services provided to Defense Component offices. On such occasions, the RSO shall make available to Defense Component Headquarters inspectors such information pertaining to Defense Component offices as may be required. Defense Component Headquarters will provide the DSS and the DOD Executive Agent with copies of the final reports of security inspections made by its personnel. If additional resources are required to support DOD's findings, this determination must be referred to both Departments for further coordination. Prior to departure from the post, the Defense Component Headquarters representative conducting the inspection will review the recommendations or issues with the RSO, attempt to resolve them, and provide the RSO with a copy of the draft report. Any remaining differences in recommendations or issues which cannot be resolved at post between the inspecting Defense Component Headquarters representative and the RSO, will be handled in accordance with the procedures in Section III-C. of this agreement entitled, "Conflicts at Post."



## **Continuation—12 FAM 451 Exhibit 451.3**

### **D. Local Guard Program**

The RSO shall establish and implement local guard procedures necessary for the security of post Defense Component official facilities and residences. The level of protection provided to the Defense Component office will comply with approved OSPG Local Guard Program standards.

### **E. Residential Security**

The RSO will establish and implement a residential security program applicable to all U.S. personnel under the authority of a Chief of Mission. The level of protection provided to the Defense Component office will comply with approved OSPG Residential Security standards.

### **F. Armored Vehicles**

On a reimbursable basis, Defense Components may arrange with DS to install light vehicle armoring to DOS specifications in local Defense Component office vehicles. The level of protection provided to the Defense Component office will comply with approved OSPG Armored Vehicle standards.

### **G. Forced Entry/Penetration**

All instances involving the physical penetration of a building, including unauthorized entry or damage to property, as well as possible compromise of classified information, will be reported by Defense Component Office personnel to the RSO and the Chief of Mission. The RSO will conduct appropriate investigations and provide the Chief of Mission and the Executive Agent with the full details of the incident, as well as any follow-up action, by telegram via the Department of State.

Suspected technical security penetrations and hazards discovered by post Defense Component personnel will be reported to the RSO for appropriate action. Reports of technical security penetrations of or hazards in post Defense Component offices will be provided expeditiously to the DOD Executive Agent by DS, under the provisions of the DCI Procedural Guide I-II-III.

## **Continuation—12 FAM 451 Exhibit 451.3**

### **H. Storage of Classified Materials**

U.S. missions will store and safeguard classified and administratively controlled materials, in accordance with DOS regulations and policies. At facilities approved for storage of classified information, the RSO will designate controlled access areas and establish supervisory controls over the distribution and storage of classified and administratively controlled materials. All Defense Component offices are subject to accreditation by DS for classified storage up to an authorized security classification level, in accordance with DOS Security Standards for the Storage of Classified information at posts abroad.

### **I. Security Violations**

The RSO will implement security violation reporting procedures for Defense Component office facilities, in conformance with those specified in existing DOS regulations and policies. All classified material violations involving Defense Component office personnel will be reported directly by the RSO, through mission channels, to the DOD Executive Agent and Defense Component Headquarters for administrative or disciplinary action within thirty (30) days after the violation is discovered. Copies of these reports will also be sent by the RSO to DS.

### **J. Post Training and Orientation**

The RSO will include U.S. Defense Component office employees at post in training and indoctrination lectures, crisis management drills and in the dissemination of security awareness materials.

### **K. Unit Security Officers**

Where determined to be of practical operational value and in consultation with the RSO, a Unit Security Officer will be appointed by the Defense Component office at post. The Unit Security Officer will be responsible for the conduct of daily physical, technical and procedural security services for the Defense Component office and will assist the RSO, as requested, in DOD investigative activities.

The Unit Security Officer will be trained and guided by the RSO in the execution of security functions for post Defense Component offices.

## **Continuation—12 FAM 451 Exhibit 451.3**

### **L. Reports**

Copies of routine reports or correspondence pertaining to all activities conducted by or under the direction of the RSO, dealing with the Defense Component office physical, technical, or procedural security matters, will be furnished through mission channels and DS, to the Defense Component Headquarters and DOD Executive Agent. Recommendations for correcting deficiencies as well as corrective action taken will be included in such reports. Alerts, security incidents, or notices of threats to U.S. personnel and facilities under the authority of a Chief of Mission, involving local Defense Component offices or personnel, will be provided to Defense Component Headquarters, the DOD Executive Agent, and the area Commander immediately by telegram. Similarly, Defense Component Headquarters and the DOD Executive Agent will provide copies of correspondence to DS headquarters and RSOs, when communicating on such matters with Defense Component offices at post.

### **M. Installation and Maintenance of Security Systems**

Subject to survey recommendations, DS will install standard security systems at Defense Component offices at post upon request of the DOD Executive Agent, either by using Security Engineering Officers, Seabees, or Security Engineering Contractors or other cleared U.S. contractors. Equipment installed shall either be procured by DOD Component Offices at post or obtained from the DS inventory. The maintenance of standard DS technical security equipment at Defense Component offices at post will be included in the DS Security Engineering Maintenance Program. The maintenance of non-standard equipment, which is not in DS inventory, will be the responsibility of the post Defense Component office. In cases where Defense Components require technical equipment which is non-standard to the DOS inventory, the local Defense Component office will procure, install and maintain the equipment at its own cost. Non-standard technical equipment will only be used if a DS Security Engineering Officer certifies that it will not interfere with any standard DOS equipment installed. The Defense Component office, with DS concurrence, may contract separately for maintenance of security systems at remote sites which require extensive maintenance of a timely and frequent nature.

## **Continuation—12 FAM 451 Exhibit 451.3**

### **N. Requests for RSO Assistance/Joint Inspections**

Requests from Defense Components Headquarters or the DOD Executive Agent to the RSO for physical, technical and procedural security assistance not addressed elsewhere in this MOU will be cleared through the DS Directorate of Overseas Operations (DS/DSS/OP). In the event of dissatisfaction with security services provided by the RSO to post Defense Components offices and when attempts to resolve problems in consultation with the RSO have failed, the post Defense Component office may bring its concerns to the Chief of Mission, through the Emergency Action Committee (EAC), in accordance with Section III C. of this MOU. The EAC may recommend to the Chief of Mission that a joint inspection of the facilities be performed by the headquarters staff of DS and representatives of the DOD Executive Agent or Defense Component Headquarters, to assess the security services being provided to post Defense Components offices.

### **O. Technical Security**

DS Security Engineering Officers (SEOs) will include post Defense Component offices in routine technical security countermeasures (TSCM) inspections of controlled access areas at post, where the technical threat warrants such routine inspections. DOD is responsible for the costs of TSCM inspections of Defense Component offices at posts where DS has determined that the technical threat does not warrant more frequent inspections. The Defense Component Headquarters or the DOD Executive Agent may dispatch people and equipment to post to conduct technical security inspections and investigations of post Defense Component Offices. Such activities will be coordinated in advance with DS, the RSO and the DOD Executive Agent. All information obtained from such investigations will be shared with the RSO, the Defense Component Office at post, DS and the DOD Executive Agent and reported to them following the DCI Procedural Guide I-II-III.

### **P. Construction Security**

The Department of State will provide DOD with the construction security training required to enable DOD personnel to perform construction security on non-A/FBO projects in DAO office space within U.S. missions abroad. This training will involve construction surveillance techniques and guard responsibilities. Non-A/FBO projects are those which do not substantially change the structural, mechanical, electrical, life-safety, or architectural systems within a U.S. mission abroad.

## **Continuation—12 FAM 451 Exhibit 451.3**

### **V. INVESTIGATIONS**

#### **A. General**

DS has, inter alia, the responsibility for investigating: (a) U.S. citizen applicants, (b) foreign national applicants, and (c) employees and contractors of DOD at U.S. missions abroad. All requests for investigations, except routine embassy source and police checks originated by the post Defense Component office, will be channeled through DSS to the RSO, or processed as specified in separate agreements. Requests for routine embassy source checks may be made directly to the RSO or Post Security Officer (PSO) by the post Defense Component office. Copies of investigative reports, contact reports and correspondence relating to investigative support of DOD matters or personnel will be furnished to the DOD Executive Agent via DSS. DOD may, at its discretion, dispatch persons from its Defense Component headquarters staff to inquire into a DOD investigative matter. All such activity will be coordinated in advance with the Chief of Mission through the RSO and DS headquarters.

#### **B. U.S. Citizen Employees, Contractors and Dependents**

(1) U.S. citizen employees, contractors and dependents of post Defense Components assigned on a permanent and temporary basis at U.S. missions abroad may be investigated by the RSO: (a) upon the request of the Defense Component headquarters through the DOD Executive Agent and DS; (b) at the direction of the Chief of Mission, when allegations or complaints of a security or suitability nature are received; or, (c) to satisfy USG pre-employment clearance requirements. It is DS policy that RSOs are not authorized to initiate an investigation of a U.S. citizen employee or applicant abroad without the advanced approval of the appropriate DS headquarters element. Should the Chief of Mission direct such an investigation, the RSO may proceed but must immediately notify DS of all relevant information. Prior to initiating an official investigation of any post Defense Component employee or contractor, and subsequent to preliminary inquiries of allegations or complaints, the RSO will report the case to the DOD Executive Agent, via DS, as expeditiously as possible.

(2) No U.S. citizen employee or contractor of DOD, who is the subject of an official investigation by the RSO, shall be interviewed without the approval of and instructions from Defense Component headquarters and the DOD Executive Agent through DS, unless requested by the Chief of Mission. Any time the RSO conducts a formal investigation concerning U.S. citizen employees or contractors of DOD, a full report shall be forwarded to the Defense Component Headquarters and the DOD Executive Agent via DS. Urgent matters shall be handled by telegram.

## **Continuation—12 FAM 451 Exhibit 451.3**

(3) Investigations of dependents or proposed dependents of U.S. citizen employees will be conducted consistent with State Department personnel policies, as stated in Volume Three of the Foreign Affairs Manual (3 FAM). Such investigations may be supplemented by DOD, in accordance with established personnel security investigation procedures, when deemed in the interest of national security.

### **C. Foreign National Employees and Contractors**

(1) The RSO and the Defense Component office at post will ensure that all foreign nationals proposed for contractual status or employment are investigated, in accordance with established procedures and that the RSO will issue a certification for employment in each approved case. Investigations should be completed prior to employment or execution of a contract. However, such persons may be employed on an interim basis, upon the completion of a satisfactory local investigation and temporary certification by the RSO. Continued employment will be contingent upon satisfactory results of a completed investigation. Foreign National employees and contractors are to be re-investigated and certified every five years.

(2) Allegations of misconduct against foreign national employees and contractors will be investigated by or under the direction of the RSO. Detailed reports of such investigations shall be forwarded to the DOD Executive Agent through DS. The results of such investigations shall be the basis for a determination by the RSO of corrective action to be taken, subject to the concurrence of the Chief of Mission. The RSO will refer to Defense Component Headquarters through DS and the DOD Executive Agent, any cases for which the Chief of Mission believes a decision should be made by Defense Component Headquarters.

(3) The RSO and the Defense Component office at post will ensure that every foreign national, whose position at post requires access to administratively controlled information, is properly investigated and certified.

(4) Security checks and/or investigations of domestic staff of U.S. Defense Component office employees will be conducted consistent with post policy.

## **Continuation—12 FAM 451 Exhibit 451.3**

### **VI. TRAINING**

A. DS will sponsor DOD Executive Agent personnel for appropriate security-related training offered by the Diplomatic Security Training Center (DS/TC), commensurate with the security clearance level and the need-to-know of the applicant. Such sponsorship is subject to course quota availability.

B. The DOD Executive Agent will sponsor DS personnel for appropriate security-related training, commensurate with the security clearance level and need-to-know of the applicant. Such sponsorship is subject to course quota availability.

### **VII. BUDGET AND REIMBURSEMENT**

A. The Department of State and the Department of Defense will fund diplomatic security programs as specified in the Security Funding Matrix (Appendix A) and in accordance with Section IV.A.(2) of this MOU. DOS will fund, within funds available, standard DS security equipment and support that is commensurate with established threat levels. DOD Defense Components will fund, within funds available, non-standard DS security equipment and support which exceeds established threat levels. DOD Defense Component funding will be administered directly between the Defense Component and the Department of State, through contracts that provide security services or support.

B. All DS resource planning will be conducted in consultation with agencies represented at U.S. missions abroad, in order to provide an annual consolidated overseas security budget proposal.

C. Defense Component headquarters, utilizing its authority to protect its personnel and operations under the Internal Security Act of 1950 (50 U.S.C. 797), inter alia, will authorize local Defense Component offices to reimburse the Department of State for security services rendered to local Defense Component offices that exceed DOS funding allocations, upon formal notification of the DOD Executive Agent by DS of the projected security program funding shortfall.

1. Whenever possible, funding shortfalls should be identified in advance of the budget execution year.

## Continuation—12 FAM 451 Exhibit 451.3

2. Reimbursement will be handled through standard procedures for reimbursement for services rendered and will be based upon actual or allocated costs of services rendered to the local Defense Component office under the aegis of the Emergency Action Committee.

### VIII. IMPLEMENTATION AND TERMINATION

This Memorandum of Understanding will become effective upon signature by the representatives of the Department of State and the Department of Defense named below. It will remain in force until notification by either party, sixty days in advance, of its intention to terminate the conditions of the agreement.

                    /S/                      
U.S. Department of State,  
Assistant Secretary for  
Diplomatic Security  
Sheldon J. Krys  
Date: 9-17-90

                    /S/                      
U.S. Department of Defense,  
Deputy Undersecretary of  
Defense (Security Policy)  
Craig Alderman, Jr.  
Date: 9-12-90



# 12 FAM 451 Exhibit 451.3

## APPENDIX A

### DEPARTMENT OF STATE AND DEPARTMENT OF DEFENSE SECURITY FUNDING MATRIX

(TL:DS-39; 08-15-1994)

#### DELINEATION OF FUNDING RESPONSIBILITIES IN MOU

<b>Program</b>	<b>DOD</b>	<b>DOS</b>
Armored Vehicles (FAV & LAV)		
Procurement, armoring & transportation	X	
Inspection	X	
Local Guards (See *NOTE)		X
<b>Program</b>	<b>DOD</b>	<b>DOS</b>
Residential Security		
Purchase, install and maintain residential upgrades		X
Physical Security, Nonresidential Buildings		
Purchase, install and maintain DS standard equipment for nonresidential upgrades		X
Purchase, install and maintain nonstandard equipment for nonresidential upgrade	X	
Surveys of DOD facilities		X
Technical Security		
Purchase, install and maintain DS standard equipment to meet DS security standards		X
Purchase, install and maintain nonstandard equipment or equipment exceeding DS standards	X	

## Continuation—12 FAM 451 Exhibit 451.3 APPENDIX A

Maintain equipment at remote DOD sites for which DOS cannot provide timely service	X	
Surveys of DOD facilities		X
Technical Countermeasures		
Routine TSCM inspections of DOD-controlled access areas		X
TSCM inspections of DOD-controlled access areas which exceed standard determined by post threat level	X	
Transit Security		
Secure shipment, storage and surveillance of construction materials for FBO projects at DOD-controlled access areas		X
Secure shipment, storage and surveillance of construction materials for non-FBO projects at DOD-controlled access areas	X	
<b>Program</b>	<b>DOD</b>	<b>DOS</b>
Secure shipment, storage and surveillance of nonclassified sensitive materials unrelated to construction projects	X	
Construction Security		
Surveillance and guards for FBO projects at DOD-controlled access areas	X	
Surveillance and guards for non-FBO projects at DOD-controlled access areas	X	
Training and Orientation		
At-post security training specifically requested by DOD and restricted to their personnel only, both U.S. and FSN	X	
Washington-based security training offered by DS and DS/TC	X	

## Continuation—12 FAM 451 Exhibit 451.3 APPENDIX A

### Investigations

Overseas background investigations (U.S. & FSN) of prospective DOD employees at U.S. missions abroad	X
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Investigations of foreign national spouses	X
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**\*NOTE:** Local Defense component offices are authorized to reimburse DS for the local Defense component office's share of costs, which exceed the approved field budget plan for a post. LGP costs include roving patrols, static guards and countersurveillance teams where appropriate. Cost share determinations will be based upon the actual or allocated cost of services rendered to the local Defense component office.

**12 FAM 451 Exhibit 451.4**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE DEPARTMENT OF STATE AND**  
**THE DEPARTMENT OF COMMERCE ON**  
**SECURITY SUPPORT ABROAD**

*(TL:DS-39; 08-15-1994)*

The Departments of State and Commerce agree to the following provisions regarding overseas security services and procedures, in accordance with the Omnibus Diplomatic Security and Antiterrorism Act of 1986 (Public Law 99-399 codified at 22 U.S.C. 4801 et seq.).

**PART I—AUTHORITY AND PURPOSE**

The Omnibus Diplomatic Security and Antiterrorism Act of 1986, hereafter referred to as the Act, requires the Secretary of State, in consultation with the heads of other federal agencies having personnel or missions abroad, where appropriate and within the scope of resources made available, to develop and implement policies and programs, including funding levels and standards, to provide for the security of United States Government operations of a diplomatic nature. Such policies and programs shall include:

- (1) Protection of all United States Government personnel on official duty abroad (other than those personnel under the command of a United States area military commander) and their accompanying dependents, and,
- (2) Establishment and operation of security functions at all United States Government missions abroad, other than facilities or installations subject to the control of a United States area military commander.

In order to facilitate the fulfillment of these requirements, the Act requires other federal agencies to cooperate, to the maximum extent possible, with the Secretary of State through the development of interagency agreements on overseas security. Such agencies may perform security inspections; provide logistical support relating to their differing missions and facilities; and perform other overseas security functions as may be authorized by the Secretary of State.

## **Continuation—12 FAM 451 Exhibit 451.4**

### **PART II—TERMS OF REFERENCE**

#### **Assistant Secretary of Commerce for Administration, Office of Security:**

The office in the Department of Commerce (DOC) that coordinates with the Department of State on matters relating to security which may affect DOC employees assigned to U.S. missions abroad.

#### **Assistant Secretary of State for Diplomatic Security (DS):**

The office in the Department of State responsible for matters relating to diplomatic security and counterterrorism at U.S. missions abroad.

#### **Consult; Consultation:**

Refers to the requirement to notify all concerned parties of specific matters of mutual interest prior to taking action on such matters.

#### **Controlled Access Areas (CAAs):**

Controlled access areas are specifically designated areas within a building where classified information may be handled, stored, discussed, or processed. There are two types of controlled access areas: core and restricted. Core areas are those areas of the building requiring the highest levels of protection where intelligence, cryptographic, security (generally meaning technical equipment), and other particularly sensitive or compartmentalized information may be handled, stored, discussed, or processed. Restricted areas are those areas of the building in which classified information may be handled and stored. Classified discussions are permitted but may be limited to designated areas, depending on the technical security threat.

#### **Coordinate; Coordination:**

Refers to the requirement to notify all concerned parties of specific matters of mutual interest and solicit their agreement prior to taking action.

#### **Counterintelligence Working Group (CIWG):**

An organization established at a Foreign Service post, chaired by the Deputy Chief of Mission, for the purpose of reviewing post specific counterintelligence issues and coordinating all post counterintelligence programs.

## **Continuation—12 FAM 451 Exhibit 451.4**

### **Department of Commerce Office:**

Refers to an office abroad of the DOC such as the Foreign Commercial Service (FCS), United States Travel and Tourism Administration (USTTA), Bureau of Export Administration (BXA), or Bureau of the Census (CEN).

### **Diplomatic Security Service (DSS), Department of State:**

The offices of the Department of State responsible for the development, coordination and implementation of security policies and programs domestically and at U.S. missions abroad.

### **Emergency Action Committee (EAC):**

An organization established at a Foreign Service post by the Chief of Mission or principal officer, for the purpose of planning and coordinating the post's response to contingencies.

### **Nonstandard Security System:**

Those items of security equipment which are not in the DS inventory and are not maintainable by DS personnel.

### **Overseas Security Policy Group (OSPG):**

The Overseas Security Policy Group represents all agencies at post under the authority of the Chief of Mission. The OSPG develops, coordinates and promotes uniform policies, standards and agreements on overseas security operations, programs and projects which affect U.S. Government civilian agencies represented abroad. The primary functions of the OSPG or subgroups shall be to formulate and develop overseas security policies and guidance for official civilian missions. Implementation of policies adopted by the OSPG shall be the responsibility of the Department of State through the Bureau of Diplomatic Security.

### **Regional Security Officer (RSO):**

The RSO is a U.S. Foreign Service security officer serving abroad at an embassy or consulate who is responsible, through the chain of command to a Chief of Mission, for implementing and managing the Department's overseas security programs. The specific geographical regions for which RSOs have responsibility may include one or more Foreign Service posts.

## **Continuation—12 FAM 451 Exhibit 451.4**

### **Senior DOC Officer:**

The officer charged with the direction, management, and oversight of all DOC activities at U.S. missions abroad.

### **Standard Security Equipment and Systems:**

Security equipment normally in the DS inventory and maintainable by DS personnel.

## **PART III—GENERAL ISSUES**

### **A. Existing Policy**

Nothing in this agreement shall derogate from or be construed to conflict with the authorities and responsibilities of the Secretary of State, or the Chief of Mission as described in the Act, the Foreign Service Act of 1980 (22 U.S.C. 3901 et seq.) and NSDD-38. The following existing agreements are appended to this MOU and remain in effect between the Departments of State and Commerce to the extent that they do not conflict with this MOU.

Department of State/Department of Commerce Memorandum of Understanding Regarding Agency Responsibilities for Implementation of the Diplomatic Security Construction Program, signed April 8, 1987.

### **B. Issues Not Covered**

Should a particular security issue which is not covered in this MOU develop at a U.S. mission abroad, the interested officials, with the concurrence of the Chief of Mission, will refer the matter to the Diplomatic Security Service and the DOC Office of Security for further consideration and subsequent policy guidance.

### **C. Conflicts at Post**

(1) Should an issue arise at post between the Senior DOC Officer and the RSO concerning the substance or interpretation of this MOU, the interested officials will refer the matter to the Director of the Diplomatic Security Service (DSS) and to the DOC Office of Security in Washington, D.C.

## **Continuation—12 FAM 451 Exhibit 451.4**

(2) In the event of dissatisfaction with security services provided by the RSO to post DOC offices and when attempts to resolve problems in consultation with the RSO have failed, the post DOC office may bring its concerns to the Chief of Mission, through the Emergency Action Committee (EAC). The EAC may recommend to the Chief of Mission that a joint inspection of the facilities be performed by the headquarters staff of DS and representatives of the DOC Office of Security to assess the security services being provided to post DOC offices.

### **PART IV—PHYSICAL, TECHNICAL AND PROCEDURAL SECURITY ISSUES**

#### **A. Standards**

(1) DS has the responsibility for developing and issuing physical, technical, and procedural security standards, in coordination with the members of the OSPG, and identifying approved security equipment which will enhance the security of all employees of the foreign affairs agencies and all new and existing installations at U.S. missions abroad.

(2) It is the policy of the Department of State to accord security protection on an equitable basis to all U.S. citizen employees of U.S. missions abroad. Any differences in the level of security provided to individuals or categories of employees at post must be based on specific higher threat levels placed on those employees and must be recommended by the post Emergency Action Committee.



## **Continuation—12 FAM 451 Exhibit 451.4**

(3) DOC agrees to comply with DOS security standards. If a DOC office at post seeks to have more stringent security than that required by the post's officially established threat level (which is included in the Composite Threat List distributed by the DOS) the office must notify the Regional Security Officer, providing the standard to be applied and a justification for the request. The RSO, as the security expert at post, will examine the request and determine the potential impact upon the security of the post. If (in the opinion of the RSO) the request represents a departure from existing security standards, it will be forwarded to either the EAC or Counterintelligence Working Group (CIWG), as appropriate, for a determination of whether there are circumstances which warrant the application of more stringent standards. If the EAC or CIWG endorses the request and additional resources will be required to implement it, the request will be forwarded by the RSO to the Department of State with a recommendation for implementation. If the DOC office at post disagrees with the determination of the EAC or CIWG, the question may be referred to the Chief of Mission and ultimately to DS and DOC Office of Security for resolution. Any additional costs associated with approved security upgrades will be borne by the DOC Office requesting the upgrade, through established funding mechanisms between the DOC Office of Security and DS.

(4) Existing physical and technical security standards may be modified, whenever improved deterrents are identified. Physical and technical security equipment will undergo certification testing by U.S. Government agencies and commercial testing laboratories that have been approved by DS. Testing will be done in accordance with DSS-approved test procedures and performance criteria, to ensure that such equipment conforms to established physical security standards.

(5)a. The DOC agrees to comply with current DOS collocation policy for all DOC office space abroad. Whenever the Department of Commerce plans to add or relocate a DOC office into a separate or new facility, the DOC Office of Security will prepare the required exemption notification, or, if applicable, the collocation waiver package, with input from the affected DOC office(s), the RSO, and other appropriate DOS elements. The notification or waiver package will be prepared and handled in accordance with current collocation policy and waiver provisions. The DOC will be responsible for funding all costs associated with the new facility, including those costs required to meet current security standards in the new space.

## **Continuation—12 FAM 451 Exhibit 451.4**

b. Should the Department of State mandate DOC personnel to relocate to a different facility, the RSO, working with appropriate DOS offices (e.g., A/FBO) and with input from the DOC Office of Security, will prepare and submit any required waiver package in accordance with current collocation policy and waiver provisions. In such cases, the Department of State will be responsible for funding necessary standard security upgrades for the newly-occupied space.

### **B. Surveys Conducted by Security Personnel Not Resident at Post**

DS, either on its own (with prior notification to the Chief of Mission and to DOC Office of Security) or at the request of DOC officials, will be responsible for conducting complete physical, technical, and procedural surveys of all DOC offices attached to U.S. missions abroad. The security officer conducting the surveys will make recommendations based on existing physical and technical security standards and will advise the Senior DOC Officer at post, as well as the Chief of Mission, of any weaknesses or deficiencies noted in the course of such surveys. Copies of the survey will be provided to the DOC Office of Security and DSS. DOC will be afforded the opportunity to review and comment on survey recommendations which affect the operations of DOC office facilities.

### **C. Local Guard Program**

The RSO shall establish and implement local guard procedures necessary for the security of post DOC official facilities and residences. Appropriate procedures for guards at these locations will be established and documented in the form of written post guard orders. The level of protection provided to the DOC will comply with approved OSPG Local Guard Program standards.

## **Continuation—12 FAM 451 Exhibit 451.4**

### **D. Security Program Inspections**

DOC security officers may conduct periodic or emergency surveys and inspections of their local DOC office facilities at U.S. missions abroad. Such surveys and inspections may only be conducted with prior notification to the RSO at post through DSS. Further, the DOC Office of Security may review the adequacy of the local guard and residential security services provided to DOC offices. On such occasions, the RSO shall make available to DOC inspectors such information pertaining to DOC offices/residences as may be required. Prior to departure from post, the DOC security officers conducting the inspection will review the recommendations and any issues with the RSO and attempt to resolve them. Recommendations or issues which cannot be resolved at post between the inspecting DOC representative and the RSO, will be handled in accordance with the procedures in Section III-C(2) of this agreement entitled, "Conflicts at Post." The DOC inspectors will provide the RSO and DSS with copies of the final reports of security inspections made by its personnel. If additional resources are required to support DOC's findings, this determination must be referred to both the State and Commerce Departments for further coordination.

### **E. Residential Security**

The RSO will establish and implement a residential security program applicable to all American personnel under the authority of a Chief of Mission. The level of protection provided to DOC residences will comply with approved OSPG Residential Security standards.

### **F. Technical Security**

DS Security Engineering Officers (SEOs) will include post DOC offices in routine technical security countermeasures (TSCM) inspections of controlled access areas at post, where the technical threat warrants such routine inspections.

### **G. Storage Of Classified Materials**

U.S. missions will store and safeguard classified and administratively controlled materials, in accordance with DOS regulations and policies. At facilities approved by DS for storage of classified information, the RSO will designate controlled access areas and establish supervisory controls over the distribution and storage of classified and administratively controlled materials. Those approved DOC offices may store classified up to an authorized security classification level, in accordance with DOS Security Standards for the Storage of Classified information at posts abroad.

## **Continuation—12 FAM 451 Exhibit 451.4**

### **H. Forced Entry/Penetration**

All instances involving the physical penetration of a building, including unauthorized entry or damage to property, as well as possible compromise of classified information, will be reported by DOC Office personnel to the RSO and the Chief of Mission. The RSO will conduct appropriate investigations and provide full details of the incident, as well as any follow-up action, to the Chief of Mission and the Senior DOC Officer at post. Similar information will be provided by telegram to DS and to the DOC Office of Security via the Department of State. Suspected technical security penetrations and hazards discovered by post DOC personnel will be reported to the RSO for appropriate action. If a SEO inspection of any post DOC office reveals a technical security penetration or hazard, a report will be provided expeditiously to the DOC Office of Security through DS, under the provisions of the DCI Procedural Guide I-II-III.

### **I. Security Violations**

The RSO will implement security violation reporting procedures for DOC office facilities, in conformance with those specified in existing DOS regulations and policies. The RSO reports all classified material violations to DS. Within seven (7) days after receiving a violation report from post involving DOC office personnel, DS will report the violation to the DOC Office of Security for administrative or disciplinary action.

### **J. Post Training and Orientation**

The RSO will include U.S. citizen employees of the DOC office, and where appropriate, their dependents, at post in training and indoctrination lectures, crisis management drills and in the dissemination of security awareness materials.

### **K. Unit Security Officers**

Where determined to be of practical operational value and in consultation with the RSO, a Unit Security Officer will be appointed by the Senior DOC Officer at post. The Unit Security Officer will be responsible for the conduct of daily physical, technical and procedural security services for the DOC office and will assist the RSO, as requested, in DOC investigative activities. The Unit Security Officer will be trained and guided by the RSO in the execution of security functions for post DOC offices.

## **Continuation—12 FAM 451 Exhibit 451.4**

### **L. Reports**

Copies of routine reports or correspondence pertaining to all activities conducted by or under the direction of the RSO, dealing with the DOC physical, technical, or procedural security matters, will be furnished through mission channels and DS, to the DOC Office of Security. Recommendations for correcting deficiencies as well as corrective action taken will be included in such reports. Alerts, security incidents, or notices of threats to U.S. personnel and facilities under the authority of a Chief of Mission, involving DOC offices or personnel, will be provided to the DOC Office of Security by telegram. Similarly, the DOC Office of Security will provide copies of correspondence to DS headquarters and RSOs, when communicating on such matters with the DOC office at post.

### **M. Installation and Maintenance of Security Systems**

Subject to survey recommendations, DSS will install standard security systems at DOC offices at post, either by using Security Engineering Officers, Seabees, Security Engineering Contractors, or other cleared American contractors. The maintenance of standard DS technical security equipment at DOC offices at post will be included in the DS Security Engineering Maintenance Program. The maintenance of non-standard equipment which is not in DSS inventory, will be the responsibility of the DOC office utilizing the equipment. In cases where a DOC office requires technical equipment which is non-standard to the DOS inventory, that DOC office will procure, install and maintain the equipment at its own cost. Non-standard technical equipment will only be used if a DSS Security Engineering Officer certifies that it will not interfere with any standard DOS equipment installed. The DOC Office of Security, with DS concurrence, may contract separately for maintenance of security systems at remote sites which require extensive maintenance of a timely and frequent nature.

### **N. Requests for RSO Assistance**

Requests from DOC Office of Security to the RSO for physical, technical and procedural security assistance not addressed elsewhere in this MOU will be cleared through the DS Office of Overseas Operations (DS/DSS/OP).

## **Continuation—12 FAM 451 Exhibit 451.4**

### **O. Armored Vehicles**

The level of protection provided to the DOC office will comply with approved OSPG Armored Vehicle standards. At posts where those standards warrant the armoring of DOC vehicles, the DOC Office of Security may arrange with DS to install light vehicle armoring to DOS specifications in the local DOC office vehicle(s). All armoring of DOC vehicles will be charged to DOC-designated funds.

## **PART V—INVESTIGATIONS**

### **A. General**

DS has, inter alia, the responsibility for investigating: (a) U.S. citizen applicants, (b) foreign national applicants, and (c) employees and contractors of the DOC at U.S. missions abroad. All requests for investigations, except routine embassy source and police checks originated by the DOC office, will be channeled through DS to the RSO, or processed as specified in separate agreements. Requests for routine embassy source checks may be made directly to the RSO or Post Security Officer (PSO) by the post Senior DOC Officer. Copies of investigative reports, contact reports and correspondence relating to investigative support of DOC matters or personnel will be furnished to the DOC Office of Security via DS. DOC may, at its discretion, dispatch persons from its Office of Security headquarters staff to inquire into a DOC investigative matter. All such activity will be coordinated in advance with the Chief of Mission through the RSO and DS headquarters.

## **Continuation—12 FAM 451 Exhibit 451.4**

### **B. U.S. Citizen Employees, Contractors and Dependents**

(1) U.S. citizen employees, contractors and dependents of post DOC offices assigned on a permanent and temporary basis at U.S. missions abroad may be investigated by the RSO: (a) upon the request of the DOC Office of Security and DS; (b) at the direction of the Chief of Mission, when allegations or complaints of a security or suitability nature are received; or, (c) to satisfy USG pre-employment clearance requirements. It is DS policy that no RSO is authorized to initiate an investigation of a U.S. citizen employee or applicant abroad without the advanced approval of the appropriate DS headquarters element. Prior to initiating an official investigation of any post DOC employee or contractor, and subsequent to preliminary inquiries of allegations or complaints, the RSO will report the case to the DOC Office of Security, via DS, as expeditiously as possible. Should the Chief of Mission direct such an investigation, the RSO may proceed but must immediately notify DS of all relevant information.

(2) No U.S. citizen employee or contractor of the DOC, who is the subject of an official investigation by the RSO, shall be interviewed without the approval of and instructions from DOC Office of Security, through DS, unless requested by the Chief of Mission. Any time the RSO conducts a formal investigation concerning U.S. citizen employees or contractors of the DOC, a full report shall be forwarded to the DOC Office of Security via DS. Urgent matters shall be handled by telegram.

(3) Investigations of dependents or proposed dependents of U.S. citizen employees will be conducted consistent with State Department personnel policies, as stated in Volume Three of the Foreign Affairs Manual (3 FAM).

### **C. Foreign National Employees and Contractors**

(1) The RSO and the DOC office at post will ensure that all foreign nationals proposed for contractual status or employment are investigated, in accordance with established procedures and that the RSO will issue a certification for employment in each approved case. Investigations should be completed prior to employment or execution of a contract. However, such persons may be employed on an interim basis, upon the completion of a satisfactory local investigation and temporary certification by the RSO. Continued employment will be contingent upon satisfactory results of a completed investigation. Foreign National employees and contractors are to be re-investigated and certified every five years.

## **Continuation—12 FAM 451 Exhibit 451.4**

(2) Allegations of misconduct against foreign national employees and contractors will be investigated by or under the direction of the RSO. Detailed reports of such investigations shall be forwarded to the DOC Office of Security through DS. The results of such investigations shall be the basis for a determination by the RSO, in consultation with the Senior DOC Officer, of corrective action to be taken, subject to the concurrence of the Chief of Mission. The RSO will refer, through DS, to DOC Office of Security, any cases for which the Chief of Mission believes a decision should be made by the Department of Commerce.

(3) The RSO and the Senior DOC Officer at post will ensure that every foreign national, whose position at post requires access to administratively controlled (Limited Official Use - LOU) information, is properly investigated and certified.

(4) Security checks and/or investigations of household staff of U.S. DOC office employees will be conducted consistent with post policy.

### **PART VI—Budget And Reimbursement**

A. DOC reimbursement to the Department of State for security services rendered by DS will be handled by the budget offices of DS and DOC, through standard procedures for reimbursement for services rendered.

B. DS budgets normally include components of DOC's overseas security. DS will coordinate fully with DOC on overseas security resource levels during the preparation of DS overseas security budgets. DOC will provide all requisite data to enable a collective budget submission. DS will provide DOC with advance copies of DS budget submissions and keep DOC informed of their progress on a timely basis.



## **Continuation—12 FAM 451 Exhibit 451.4**

C. In the preparation of final security program and budget recommendations for the Department of State, DS will consult with DOC regarding funding for overseas security. Requests for funding overseas security programs will include specific requirements and justifications for each post based on security standards. Based on the post's security priorities and the funds available for security, DOS will allocate funds and resources to meet DOC security needs overseas.

### **PART VII—IMPLEMENTATION AND TERMINATION**

This Memorandum of Understanding will become effective upon signature by the representatives of the Department of State and the Department of Commerce named below. It will be included in the official security policy manual of the Department of State, Volume 12 of the Foreign Affairs Manual series entitled Diplomatic Security. The MOU will remain in force until sixty days after notification by either party of its intention to terminate the conditions of the agreement.

U.S. Department of State,  
Assistant Secretary for  
Diplomatic Security

/s/

Sheldon J. Krys  
Date: May 29, 1992

U.S. Department of Commerce,  
Assistant Secretary for  
Administration

/s/

Preston Moore  
Date: May 18, 1992

**12 FAM 451 Exhibit 451.5**  
**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN THE DEPARTMENT OF STATE AND**  
**THE DEPARTMENT OF THE NAVY**  
**CONCERNING THE USE OF NAVAL SUPPORT**  
**UNIT PERSONNEL ASSIGNED TO THE**  
**DEPARTMENT OF STATE'S SECURITY**  
**PROGRAM**

*(TL:DS-39; 08-15-1994)*

**I AUTHORITY, MISSION, AND CONTROL**

**A. Authority**

On January 7, 1967, the Department of State and the Department of the Navy entered into an agreement whereby the Navy would provide personnel on a reimbursable basis to the Department of State for security construction support under the authority of 31 U.S.C. 686. Since the basic agreement is general and broad in scope, guidance concerning controls, organization, duties administration, logistics and funding have been developed, and are incorporated into this Memorandum of Understanding between appropriate Department of the Navy and Department of State representatives. It supplements, but does not change the basic Agreement of January 7, 1967.

**B. Mission**

The primary mission of the Naval Support Unit State Department, hereafter referred to as NSU, is to provide the Department of State with specialized skills in building construction, maintenance, and repair essential to the Department of State's security program principally at overseas facilities. NSU accomplishes its mission by using security-cleared U.S. Naval Personnel (Seabees) either to perform personally these functions or to provide close surveillance of uncleared laborers involved in such work in security sensitive areas. As a corollary to this mission, NSU also provides personnel to assist in the maintenance and armoring of security vehicles.

## Continuation—12 FAM 451 Exhibit 451.5

### C. Control

The OIC, Naval Support Unit State Department (OIC/NSU) is assigned that command by the Commander, Naval Military Personnel and reports for duty to Commander, Naval Facilities Engineering Command, Alexandria, Virginia. The OIC/NSU reports to the Department of State, Office of Security for all operational matters. In accordance with U.S. Navy Regulations, 1973, all personnel assigned to NSU are under the operational and administrative control of the OIC/NSU. When members of that unit are assigned to specific posts or projects, their orders delegate supervisory authority to the respective security officer or the senior member of the NSU present, as appropriate.

## II. ORGANIZATION AND DUTIES

### A. Department of State

1. **Office of Security.** The Office of Security provides appropriate operational direction to the OIC, NSU. The Department of State and the Department of the Navy will jointly agree on:

- a. The number and qualifications of personnel assigned to NSU;
- b. The timing and scheduling of assignments of these personnel into NSU;
- c. The ultimate duty stations of NSU personnel.

2. **Seabee Coordinator.** The Office of Security has established a Seabee Coordinator on the staff of the Assistant Director for Operations to provide guidance for this program, to promote and maintain understanding and harmony between NSU and users of Seabee services, and to better support the needs of NSU. The Coordinator for Seabee activities will, within the guidelines set forth above and in close liaison with the OIC/NSU:

- a. Acquire and maintain directives required to effectively discharge the coordinating functions and responsibilities;
- b. Coordinate changes in the Navy/State Agreement and in Departmental directives dealing with Seabee employment, funding and support requirements, insofar as these changes impact on the Office of Security's operational functions, budget, and staffing requirements;
- c. Review and approve projects, and determine priorities of projects when scheduling conflicts exist; and

## Continuation—12 FAM 451 Exhibit 451.5

d. Monitor Seabee assignments, travel orders, instructional and guidance memoranda, telegraphic traffic, and other communications destined for other Departmental offices and agencies and to overseas locations, which deal with matters of operational, budgetary and administrative concern to the Office of Security. Nothing in this statement of the Coordinator's function is intended in any way to usurp or diminish the command authority or prerogatives of the OIC/NSU. Nor is there intended or implied in this statement of function any attempt to discourage personal or working contact between the OIC, NSU, and personnel of the several offices regarded as the principal recipients of NSU services. To the contrary, what is intended and sought is a climate of close coordination, understanding and productive interface between all interested elements.

3. **Associate Director for Security (ADS).** The Associate Director for Security, in the course of his inspections of Security Officers under his jurisdiction, will review the use and support of the Seabees in accordance with the terms of this Memorandum. He is expected to provide guidance to responsible security officers when problems of Seabee use and support arise, or to refer them to the Office of Security for resolution, as appropriate.

4. **Regional Security Officers (RSOs).** Regional Security Officers, in coordination with appropriate officials at posts, will determine which projects require Seabee support and request this support from the Office of Security through the appropriate Technical Security Office. Requests for Seabee support will be based upon established security criteria, defined under the terms of the mission and the guidance provided herein. The Regional Security Officer will be responsible, where designated on official orders, for the on-site supervision of the senior Seabee present, whether resident or in a temporary duty (TDY) status. He will also ensure that the post provides appropriate housing and support for resident or TDY Seabee(s) assigned within his area of responsibility.

5. **Engineering Service Office (ESO).** The Officer in Charge of an Engineering Service Office will establish work requirements and schedule projects for the Seabee(s) assigned to that office. Seabees, either individually or in teams, will be assigned to assist ESOs in servicing their areas, or to building or surveillance projects (refer to C.1.d & e below). When a team is assigned, the senior Seabee is responsible for providing leadership, supervision, and administrative support for subordinate Seabees in accordance with the guidance provided herein and as required by applicable Navy directives. The Technical Security Officer(s), recognizing the experience and skills of the Seabee Petty Officer In-Charge, will make maximum use of this expertise in planning, scheduling, and completing projects.

## **Continuation—12 FAM 451 Exhibit 451.5**

### **B. Department of the Navy**

1. **Commander, Naval Military Personnel Command.** The Commander, Naval Military Personnel Command, will provide personnel to accomplish the mission of NSU.

2. **Commander, Naval Facilities Engineering Command.** The Commander, Naval Facilities Engineering Command, will provide necessary administrative and logistical support as required by the Officer in Charge, NSU over and above that support not otherwise a responsibility of the Department of State.

3. **Officer in Charge, Naval Support Unit State Department.**

a. The Officer in Charge of the Naval Support Unit, in close liaison with the Seabee Coordinator, will provide technical advice and guidance to the users of Seabee services concerning the most appropriate, economical, and feasible employment of Seabee personnel.

b. The OIC/NSU is responsible for the administration of the Seabee Program at the Department of State and maintains liaison with the various branches of the Bureau of Administration and other Department of State offices as necessary for the proper use of the Seabees consistent with the terms of the Agreement and this Memorandum between the Department of State and the Department of the Navy. Once a job request is authorized by the Department of State, the OIC/NSU will arrange for Seabee services to support this request. He will attempt to support each request while maintaining worldwide support consistent with NSU's mission. Prior to deployment of a Seabee team, the OIC/NSU will ascertain that the scope of the project is clearly defined, that the necessary materials will be on site or readily available and that adequate supervision is provided.

c. The OIC/NSU will submit to the Office of Security a monthly report on the status of Naval Support Unit operations and will further advise that office when conflicts of support arise.

d. The OIC/NSU will recruit and select Seabee personnel for assignment to NSU. The numbers and quality of personnel assigned to NSU will be based upon the most recent CNO approved manpower authorization as modified by current CNO manning policy. The Officer in Charge will make Seabee personnel available to the Office of Security for that training which is mutually agreed upon and necessary to support the Department of State security program.

## Continuation—12 FAM 451 Exhibit 451.5

e. The OIC/NSU will exercise disciplinary authority over all Military personnel in the Unit.

f. The OIC/NSU, or his designated representative, will inspect the Seabees worldwide on an annual basis or more frequently as needed. He will meet the Seabees and appropriate post personnel to review the functioning and utilization of the Seabee(s), the scope and direction of the work, and to insure that the performance and conduct of the Seabees meet the high standards of both the Navy and Department of State. The OIC/NSU will assist in resolution of problems and interpret regulations with respect to the Seabees. He will submit a report on the findings and recommendations resulting from such reviews to the Department of State.

4. **Chief Petty Officer/Petty Officer in Charge.** All seabees on field assignment will work under the supervision of the senior member of the Seabee Team, who will be designated as Chief Petty Officer in Charge (CPOIC) or Petty Officer in Charge (POIC). The CPOIC/POIC in turn receives daily supervision from the appropriate security officer. All orders assigning Seabees to TDY or permanent overseas assignments will designate the on-site supervisor.

### C. Seabee Personnel

1. Although Seabees may be assigned a myriad of duties within the Department of State, their basic responsibilities and mission shall be as indicated above. These may best be explained in terms of the types of assignments to which they are committed:

a. **Security Construction Surveillance.** Seabees are assigned to provide surveillance of foreign nationals performing construction, renovations, or repairs of buildings or offices within buildings that either house or are planned for, sensitive security operations. Deviations from normal construction techniques must be detected to preclude introduction of clandestine listening device, conduits, or channels which may be introduced to provide means of technical penetration of sensitive working areas. The Seabees having backgrounds and experience in construction, are trained to detect any deviations from normal construction techniques. They will report these to the security officer for appropriate actions.

## **Continuation—12 FAM 451 Exhibit 451.5**

Ideally, all construction of office buildings planned for sensitive security operations from the initial phases to the completion and occupation by cleared U.S. employees would be accomplished under surveillance. However, limited resources dictate a more selective approach; Surveillance Teams will be assigned during the entire duration of projects only in those cases where a positive technical threat capability has been determined to exist by the Office of Security. The more common practice, therefore, is to assign a Seabee team to provide surveillance from the start of the interior work on the more sensitive offices or areas.

Requests for a Surveillance Team should be initiated by the Regional or Engineering Service Officer. The control of the area during hours when work is not in progress, i.e., at night or on weekends or holidays, is the responsibility of the RSO, e.g., posting of Marine Security Guards, or arranging other acceptable means of securing the area exclusive of the use of Seabees. The Office of Security (A/SY) will, in coordination with other offices or agencies as appropriate, determine the propriety and timing of surveillance coverage based upon an assessment of the information received and availability of resources as outlined above.

The Seabee Surveillance team works for the security representative of the post and operates under standard surveillance orders (enclosure (1)). Surveillance Teams are not to be considered project managers nor are they to supervise local contract employees. A Seabee is normally assigned to a surveillance project for a tour not to exceed six (6) months.

## Continuation—12 FAM 451 Exhibit 451.5

b. **Special Projects.** Seabee Special Project Teams are used for construction, renovation, maintenance, and repair projects where it is not prudent to use local workmen in sensitive areas, even under surveillance. In these cases the Seabees actually perform the work, e.g., in highly sensitive offices, communications centers, security vaults, etc. These security construction projects are to be well defined, planned, approved, funded, and provided with on-site materials prior to the arrival of a Seabee Special Projects Team. The Team's composition, tools, scheduling, etc., will be based on preliminary information provided by the end user. Final project design specifications and material availability are the responsibility of the end user. All items are to be on location prior to commencement of Seabee travel. Preliminary guidance for, and acceptance of, specialized projects will be provided by the cognizant office or its designated project, must be approved by A/SY prior to actual commencement of work. The CPOIC/POIC of the Special Project Team must rely on his on-site supervisor for liaison and operational guidance relating to the designated project. However, the responsibility for actual construction work performed by the team belongs to the CPOIC/POIC. If the post believes that work is being performed improperly or in an unacceptable manner, it should be brought to the attention of the CPOIC/POIC. If the problem cannot be resolved at the post level, direct communication should be initiated to OIC/NSU and A/SY. Although operational coordination will be with the RSO/PSO, the post is not responsible for detailed supervision or day-to-day construction scheduling. A project completion report (enclosure (2)) will be prepared by the CPOIC/POIC and will be countersigned by the Security Officer and end-user at post. This report constitutes acceptance of the completed project or the rationale for incomplete work or changes in design.

c. **Regional Security Office Seabee Program.** Seabees are sometimes assigned to Regional Security Offices where there is sufficient justification for Seabee services in construction, maintenance, and repairs of a security nature at posts under the Regional Security Officer's area of jurisdiction. The Regional Security Officer will be responsible for employment of the Seabee Personnel under the terms of this Memorandum. As the security conditions of the posts concerned are improved through the completion of appropriate projects, the Seabee assignment will be reevaluated with a view toward reassignment of the position to another post where a greater need exists. When local Seabee support is withdrawn, assistance for subsequent security projects should be requested from the cognizant Engineering Security Office.



## Continuation—12 FAM 451 Exhibit 451.5

d. **Engineering Service Office Seabee Positions.** The overall objective of this Seabee Program is to improve the physical security of restricted spaces by providing a regional construction/surveillance capability. The Officer in Charge of the responsible Engineering Service Office will be responsible for employment of the Seabees under the terms of this Memorandum. Seabees support the mission of Regional Technical Centers (RTC) and Technical Security Offices (ESO) by providing the skills required for security construction/maintenance needs. Other projects not in secure or restricted spaces may be undertaken by the Seabees to fully use their time and talents if contributory to the security program, e.g., installation of CCTV, defensive equipment and devices, etc. Since the responsibility of the ESC normally includes a large number of posts and extensive travel, Seabees assigned to the ESC are not given long term projects. As a rule of thumb, the overall travel for Regional Seabees ordinarily should not exceed 50% of time available; projects of longer than three weeks should be referred to Washington-based Seabees.

e. **Vehicle Maintenance and Armoring.** The Naval Support Unit provides Seabee Construction Mechanics for the maintenance of fully-armored vehicles under the Department of State (SY) control and assigned to Chiefs of Missions or Principal Officers. To fully use their time, Construction Mechanics may also be used to partially armor vehicles. With the continuing need for specially armored vehicles for posts overseas, Seabees will also be assigned in CONUS to perform armoring duties. The technical specifications are the responsibility of the Department of State, A/SY.

2. The use of Seabees is primarily related to construction and maintenance efforts within restricted or secure spaces or for work so sensitive in nature as to preclude accomplishment by local foreign workmen. Seabees may also be tasked with other security-related functions to supplement work in areas outlined above, to include: vehicle armoring, lock work, installation of defensive security devices, etc. These other functions in themselves shall not constitute sufficient justification for the establishment of Seabee positions. All tasks assigned are to be within the security sphere and should, whenever possible, be related to construction or maintenance. All other tasking falls outside the realm of Seabee responsibilities and the Navy/State Agreement. Inappropriate tasks detract from the overall effectiveness of Seabee use and may have an adverse impact on recruitment for this unique Navy program. Assignments falling within this category and which Seabees are not expected to accomplish include, but are not limited to:

## **Continuation—12 FAM 451 Exhibit 451.5**

- a. escorts for local and visiting dignitaries,
- b. security guard duties,
- c. weapons repair and/or maintenance,
- d. bomb searches (except where bomb plans call for assigned individuals to search their own offices),
- e. business and office machine repair and maintenance,
- f. telephone maintenance/installation,
- g. janitorial work, and
- h. other tasks of a non-security nature.

3. This document does not prohibit Seabees from providing emergency or urgent services to the Department of State outside the scope of the recognized security services related to their skills. However, NSU assets should not be considered as an appropriate substitute for effective resolution of long-term Department of State goals or objectives which are not related to security construction, maintenance, and repair.

### **III. ADMINISTRATION AND OPERATIONS**

#### **A. Request and Justification for Seabee Assignments (Post Originated)**

1. Seabees are assigned to the NSU because of their special construction expertise. Most are senior enlisted personnel with experience and special training in Naval construction ratings, which are Construction Electricians, Builders, Steelworkers, Utilitiesmen, and Construction Mechanics. Therefore, it is incumbent upon the Department of State to ensure that requests for Seabee services are based on a justified need for these specialized skills. Seabees are not to be considered substitutes for the General Services Officer (GSO) nor assigned as an assistant GSO, furthermore they should not be assigned or expected to perform tasks of a non-security nature where local services are available.

## **Continuation—12 FAM 451 Exhibit 451.5**

2. The Regional Security Officer directs the requests for Seabee services to A/SY/OPS/FO via appropriate Engineering Service Office (ESO, ESC, etc.) with information copies to the Associate Director for Security (ADS), and the Officer in Charge, Naval Support Unit (OIC/NSU). When the request concerns the establishment of a new permanent Seabee position, the OIC of the Engineering Service Center will evaluate the relative merits of such an assignment indicating the level of RTC support (both Seabee and Technical) provided during the past year and an assessment of the ability of the RTC to provide continuing security support. The RSO's basic letter and endorsement will be forwarded by the appropriate Engineering Security Office to A/SY/OPS/FO. Copies of the endorsement should be sent to A/ST/OPS/T, the RSS, and OIC/NSU.

3. When the request is received in the Department of State, it will be evaluated by A/SY/OPS and OIC/NSU. If the request is approved, the post will be notified and A/SY/OPS/FO will coordinate with the appropriate Bureau or Office to define and arrange funding, support levels, and answer questions incident to the establishment of a new Seabee position. If the request for Seabee services is disapproved, notification will be sent from A/SY/OPS/FO to the RSO with copies to all concerned.

### **B. Request for Seabee Services that are Initiated by Other Offices or Bureaus at the Washington Level**

Requests for Seabee Services from other Departmental offices will be submitted to A/SY/OPS/FO with an information copy to OIC/NSU. The request will be evaluated based on the nature of the request and availability of Seabee assets. If approved project scheduling will be coordinated by A/SY/OPS/FO and the overseas (ESC, ESO, or RSO) for short-term projects or from Washington-based Seabees for major or special projects. Appropriate offices (RSS, RTC, RSO) will be advised of the nature of the project and of the Seabee support to be provided.

### **C. Disestablishment of Seabee Positions**

Requests for the disestablishment of a Seabee position may be initiated by the post, the Office of Security, or OIC/NSU. Proposals for disestablishment initiated within the Department will be furnished to the post concerned, RSO, OIC/ESC/ESO and the ADS for comment. These requests, supported by written documentation, will be reviewed with appropriate action by A/SY and the OIC/NSU. Reasons for disestablishment may involve the diminished need for Seabee expertise, failure to use Seabee assets properly as outlined in this document, the failure of the post to fully support the Seabee Program, or when position or manpower limitations dictate.

## Continuation—12 FAM 451 Exhibit 451.5

### D. Individual Assignment Criteria

#### 1. **Qualifications/Considerations for Assignment of Enlisted Personnel to Naval Support Unit State Department.** An Applicant must:

a. Be a Petty Officer second class or above of one of the following ratings: Builder (BU), Construction Electrician (CE), Utilitiesmen (UT), Steelworker (SW), or Construction Mechanic (CM). Personnel assigned CONUS vehicle armoring positions may be in lesser pay grades.

b. Be a citizen of the United States.

c. If married, have not more than four dependents, unless an unaccompanied tour billet is desired; spouse must be a United States citizen.

d. Have at least 36 months active obligated service remaining from date of reporting to Naval Support Unit State Department, Washington, D.C.. Personnel who will be eligible for transfer to the Fleet Reserve must agree, prior to transfer from present command, to remain on active duty for at least 36 months from date of reporting to Naval Support Unit State Department, Washington, D.C.

e. Have a record reflecting sound moral character and professional dedication.

f. Be recommended by his commanding officer on the basis of performance, technical skill, resourcefulness, versatility, attitude, and adaptability.

g. Be physically qualified in accordance with the Bureau of Medicine and Surgery's Manual of Medicine. Personnel must be physically qualified to meet the rigorous duty demands which may be encountered world-wide in this program; dependents must not have any medical problems which would preclude them from accompanying the member overseas.

## Continuation—12 FAM 451 Exhibit 451.5

h. Be suitable for overseas assignment.

### 2. **Miscellaneous Assignment Criteria.**

a. **Clearances.** The Officer in Charge and all Seabee personnel, with the exception of those permanently assigned in CONUS for vehicle armoring purposes, will have a Top Secret security clearance based on a Special Background Investigation. Staff personnel will also require a Top Secret clearance based on a Background Investigation. All investigations will be conducted by the Defense Investigative Service and must have been completed within the past five years prior to assignment to Naval Support Unit State Department. Personnel assigned for vehicle armoring only will have at least a Secret clearance.

b. **Special Security Clearances.** Where Seabees require special clearances for access to compartmented information, the post will be required to notify OIC/NSU in a timely manner to allow sufficient time for processing.

### c. **Diplomatic Status.**

(1) A Seabee who is permanently assigned to a diplomatic or consular post will be accredited to the host government as a member of the U.S. Embassy or Consulate staff as appropriate. The host government should be informed by diplomatic note when the Seabee arrives and the Embassy should receive written verification that the host government accepts the individual as part of the Embassy or Consulate staff. Once this written verification has been received by the Embassy, a message to that effect should be sent to the OIC/NSU and A/SY.

(2) Should a situation occur involving criminal, civil, or administrative problems where the host government refuses to recognize required immunity in spite of accreditation in accordance with para 1 above, the Department of State and the Embassy will in every case insist on the immunity status of the individual, and insist upon the release of the individual to U.S. custody for appropriate action.

(3) Should an incident occur in a country not a party to the Vienna Convention on Diplomatic Relations or any other applicable agreement, and the host government refuses to acknowledge immunity for a Seabee, the Department of State will in every instance formally insist upon immunities as a matter of customary practice and reciprocity so as not to set an undesirable precedent.

## Continuation—12 FAM 451 Exhibit 451.5

(4) Should a situation arise when a Seabee travels outside the country of accreditation or the United States, and he/she is detained by a foreign government, the Department of State will insist upon expeditious release of the individual to U.S. custody.

(5) Should a situation arise as the result of criminal, civil or administrative action against a Seabee by a foreign government, and that government refuses to recognize the immunity of the Seabee or to release the individual to U.S. custody despite a formal plea for immunity and other appropriate actions by the U.S. Government, the Department of State will pay for the cost of a military trial observer, defense counsel and related court costs. The Embassy in the country will assist in the provision of health and comfort items should any incarceration result, and assume the responsibility for related administrative expenses.

d. **Passports.** Members of the Naval Support Unit will be issued diplomatic passports. Where dual passports are required, the post is responsible to notify the OIC/NSU in a timely manner to allow sufficient time for issuance. Normally eight weeks notification is necessary since the individual Seabee may not be in the Washington, D.C. area.

e. **Identification.** Personnel of NSU will rely on their Department of State identification and Passports as the primary means of identification overseas. However, all members are also required to have a valid Armed Forces Identification Card in their possession at all times. When necessary in response to direct official questions from host government officials, NSU personnel are to declare their U.S. Military affiliation and present their Armed Forces Identification Cards on demand.

f. **Civilian Clothing.** All assignments will be performed in civilian clothing. A full Civilian Clothing Monetary Allowance will be authorized for payment by a Navy Disbursing Office. Reimbursement by the Department of State is included in the Composite Military Rate. Since all work is performed in civilian clothing, the wearing of a military uniform on post for ceremonial occasions, such as the Seabee Birthday Ball must be specifically approved by the post.

g. **Marriage to Foreign Nationals.** The marriage of a member of NSU to a foreign national may be grounds for dismissal from the Program. Each case will be considered on an individual basis. In all cases, prior approval must be obtained from OIC/NSU before any marriage ceremony with a foreign national.

## Continuation—12 FAM 451 Exhibit 451.5

h. **Tour Lengths.** Tours with the NSU will be a minimum of three years in duration and normally consist of a one-year unaccompanied tour followed by a two-year accompanied tour. First enlistment personnel are not governed by this restriction.

i. **Evaluation.**

1. An annual evaluation report will be prepared by the senior, supervising security officer and forwarded to the OIC/NSU for a Seabee member who is permanently assigned to a Regional Security Office or an Engineering Service Office. When more than one Seabee is assigned, the evaluation is to be prepared only for the senior member of the Seabee team (CPOIC/POIC). The latter will be charged with the preparation of evaluation reports for subordinate Seabee(s). Guidance on filling out these evaluations will be provided to security officers by OIC/NSU.

2. The senior security officer (RSO, OIC/ESO, OIC/ESC) will complete an evaluation covering the period of temporary duty for a CPOIC/POIC assigned TDY from Washington prior to the termination of each assignment. Only the senior Seabee (CPOIC/POIC) will be evaluated by the Security Officer when more than one Seabee is assigned under these circumstances.

### E. Procedures for Handling Seabee Medical Problems.

1. **Background.** Personnel of NSU and their dependents are required to use U.S. Military medical facilities where available, or receive equivalent medical treatment as provided to State Department officials at post facilities. A military member, regardless of location, is authorized full dental treatment. Authorized dependents overseas are also entitled to full dental care in and within the capabilities of U.S. Government facilities. Use of medical facilities depends on local conditions. Local medical facilities will be used by the Seabees and their dependents whenever the post determines that they are suitable for the treatment of a particular injury or illness and no U.S. Government facilities exist.

## Continuation—12 FAM 451 Exhibit 451.5

2. **Travel Entitlements (Service Member).** In the event there are no adequate local medical facilities available, service members are entitled to travel, transportation, and per diem allowances prescribed in Joint Travel Regulations (JTR), Volume 1 to the nearest hospital/medical facility (U.S. military if available). These allowances are payable from the time the service member departs the assigned post to the medical facility for observation or treatment until the Seabee returns to the permanently assigned post. While members are in an in-patient status no per diem is authorized. Service members will always be transported to a U.S. military medical facility if it is closer than the nearest suitable private hospital. Reenlistment physicals are mandatory and required to be administered by medical officers of the U.S. Armed Forces; Seabees must travel to the nearest available U.S. military medical facility for reenlistment physicals.

3. **Travel Entitlement (Dependents).** Dependents are authorized transportation to the nearest medical facility where adequate medical care is available when the Principal Officer or Administrative Officer determines that medical care is not available locally. Actual expenses incident to such travel are reimbursable and authorized in accordance with JTR; per diem is not authorized.

4. **Funding.** All medical travel of Seabee and dependents assigned overseas is funded by the post to which the Seabee is assigned.

5. **Adequacy of Medical Care.** When the adequacy of local medical care is disputed by the service member, the Seabee shall notify OIC/NSU outlining the circumstances and providing justification to support those contentions. An investigation will be conducted by the OIC/NSU in coordination with Defense and State Medical authorities and a final determination will be forwarded to the post and member for appropriate action.



## Continuation—12 FAM 451 Exhibit 451.5

### 6. **Processing of Medical Bills for Service Member's Own Bills.**

All medical care received by a military member is fully reimbursable by the Department of the Navy. Bills received by the military member for medical services (for members only) will be paid by the post and documents forwarded to designated payment offices which will process forms necessary to effect reimbursement for the post. Post will follow procedures outlined in NSU Standard Operating Procedures, copies of which are maintained by all Seabees permanently assigned overseas. Any questions should be directed to A/SY and OIC/NSU for resolution.

7. **Processing of Medical Bills for the Service Member's Dependents.** The Seabee will be responsible for the payment of dependent Medical bills utilizing the CHAMPUS program.

## IV. FISCAL RESPONSIBILITIES AND SUPPORT

### A. General

The Navy-State Agreement of 1967 specifies those areas where the Department of State makes direct payments for services and support and those costs for which the Department of State reimburses the Department of the Navy. However, since the Department of State (A/SY) is now billed for reimbursement under the Composite Military Rate Table (an average cost system covering all pay allowances and transfers), specific funding responsibilities will be restated below.

### B. Specific Funding Responsibility and Support

1. **Basic Appropriations.** The basic appropriations for NSU are included in the budget of the Office of Security. However, once a Seabee is assigned to a post overseas, the post is responsible for providing accommodations for the Seabee and dependents.

2. **Overseas Based Personnel (OUTUS).** The Department of the Navy pays all Permanent Change of Station (PCS) costs associated with overseas moves of Seabees and their dependents. The Office of Security, Department of State will reimburse the Department of the Navy at the current Composite Standard Military Rate Table for pay and allowances, and the foreign rate for permanent change of station for Seabees on permanent assignment overseas. The Department of the Navy will pay personnel, directly, all salary and allowances. All claims incident to these PCS moves will be processed by NSU only.

## Continuation—12 FAM 451 Exhibit 451.5

### 3. **Support for Overseas Assigned Seabees.**

a. **Quarters.** The post is responsible for providing fully-furnished Government-owned or leased quarters for Seabee personnel assigned permanently overseas. The Seabee must accept Government-provided quarters in lieu of housing allowances. Suitability of Government quarters is based upon the standards for other comparable staff personnel assigned to the post. All utilities will be paid by the post except for the telephone.

b. **Temporary Lodging Allowance.** Temporary lodging allowances are authorized upon initial arrival of the Seabee overseas and just prior to departure to partially reimburse a service member for the more than normal expenses incurred at hotels or hotel-like accommodations pending assignment into Government-leased or owned quarters. This Allowance is paid directly to the service member by the Navy. Posts are not authorized to make these payments directly to the individual.

c. **Temporary Duty Assignments.** Travel and per diem expenses for temporary duty assignments will be funded by the Office of Security, Department of State. Accountability of the funds provided for this travel will be a post responsibility and administered in accordance with Joint Travel Regulations, Volume 1. NOTE: The post will fund official travel within country of assignment for Seabees assigned to Regional Security Offices.

d. **Medical.** Local medical facilities will be used when the post determines they are suitable. In the event there are no adequate local medical facilities available, service members are entitled to travel, transportation, and per diem allowances prescribed in JTR, Volume 1 to the nearest hospital/medical facility (U.S. Military if available). These allowances are payable from the time the service member departs his assigned post for the medical facility for observation or treatment until the Seabee returns to the permanently assigned post, unless members are in an inpatient status for which no per diem is authorized. For dependents transportation only is authorized; per diem is not. Medical travel is funded by the post to which the Seabee is assigned. Bills for medical services (for members only) are payable by the post subject to reimbursement by the Department of the Navy. Amplifying guidelines are found in paragraph III E, Supra.

## Continuation—12 FAM 451 Exhibit 451.5

e. **Educational Costs for Dependent Schooling.** The cost of schooling will be fully borne by the Department of State except in those cases where Department of Defense schools are available. When educational funds are required, posts will request those funds from NSU who will monitor educational funds on behalf of the Department of State. The service member is not authorized to receive educational funds, nor is he authorized to make educational payments directly to the tuition fee school. The post must make payments directly to the educational institution and promptly forward payment vouchers to the Officer in Charge, Naval Support Unit State Department. Educational expenses will be administered in accordance with applicable Navy directives.

f. **Emergency Leave.** Emergency leave may be authorized for service members suffering a death, serious injury or illness within his or her household or immediate family. Expenses for emergency leave must be fully borne by the service member with those exceptions authorized by law. The member must use the Military Airlift Command, when reasonably available, at no expense to the individual, but the Department of State, A/SY, must reimburse the Navy for this service. Use of commercial transportation is authorized for the member when government transportation cannot be provided to meet the requirements of a family oriented emergency. A/SY will budget for this contingency.

(1) Emergency leave may be authorized for commandsponsored dependents of Service members assigned to NSU and posted at an overseas location. Granting of dependent emergency leave travel should be incident to a personal emergency similar to the circumstances for which emergency leave could be granted to the member. Dependents must use the Military Airlift Command, when reasonably available. Use of commercial transportation is authorized for dependent emergency leave only when government transportation cannot be provided to meet the requirements of the emergency. The number of family members approved for funded transportation should be consistent with the nature of the emergency as determined by OIC/NSU. Funded emergency leave for either the service member or his dependents provides for transportation only. No per diem or miscellaneous expense is involved. Dependent emergency leave travel is an expense to be borne by the Department of State, A/SY.

(2) Service member and/or dependent emergency leave can be authorized only by the Officer in Charge, Naval Support Unit. He will be strictly guided in his determinations by the provisions of the Joint Travel Regulations Volume 1 (JTR).

## Continuation—12 FAM 451 Exhibit 451.5

g. **Emergency Evacuation.** Emergency evacuation travel and allowances for Seabee(s) and their dependents while en route to, at, and returning from a temporary safe haven are chargeable directly to the Department of State. JTR, Volume 1 will govern.

h. **Reimbursement for Travel Within and Adjacent to Permanent Duty Stations and Temporary Duty Stations.** OIC/NSU may authorize or subsequently approve reimbursement for transportation expenses incurred for necessary travel on official business within or adjacent to permanent or temporary duty stations. As such, local transportation necessary in the performance of duties will be provided for the Seabee(s) by the post of assignment. When government transportation is not available, the Seabee(s) will be reimbursed for the use of commercial or personal transportation. This is not intended to authorize payment of travel costs between residence and principal of employment.

4. **Miscellaneous Funding and Support Responsibilities.** The provision of office space, office supplies, specialized protective clothing necessitated by construction projects, training cost, and other similar support costs will be funded by the post of assignment.

Enclosures:

1 - Seabee Construction Surveillance Orders

2 - Project Completion Report

**APPROVED**

Davis C. Fields  
Deputy Assistant  
Secretary for Security,  
Department of State

DATE: 3/30/84

**APPROVED**

William M. Zobel  
Rear Admiral,  
Civil Engineer Corps,  
U.S. Navy Commander,  
Naval Facilities  
Engineering Command

DATE: 4/19/84

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**Enclosure No. 1**

Order No. \_\_\_\_\_

Date \_\_\_\_\_

## Continuation—12 FAM 451 Exhibit 451.5

### SAMPLE: Construction Surveillance Orders

1. The primary mission of Construction Surveillance is to ensure that no means of effecting either a technical or physical penetration are introduced into new construction and/or the renovation project being observed. To accomplish this, Seabees will discern and advise the security officer of any deviations from normal construction techniques. Seabees will provide guidance to the Project Officer for matters relating to the quality of construction whenever possible.

2. Primary coordination of Seabee Construction Surveillance Team will be accomplished with the Security Officer at post. Subordinate to the Security Officer relationship is that of the Surveillance Team to the American [sic] Project Officer on site.

3. Construction security discrepancies or variances from published plans and specifications will be reported immediately by the CPOIC/POIC of the team to the Security Officer with an entry into the Surveillance Log. Construction discrepancies of a non-security nature will be reported to the American Project Officer on site. Seabees have no direct supervisory authority over contractor personnel.

4. In order to carry out their primary and secondary missions Surveillance Teams will comply with the following:

a. Every member of the Surveillance team will have a thorough working knowledge of the contract drawings and specifications and Defense Installation Standards (DTS).

b. Seabee Surveillance Teams will provide surveillance at all times contractor personnel are on the site. Seabees will not leave the site until properly relieved by a Marine Security Guard (MSG) or by direction of the responsible Security Officer.

c. Surveillance consists of examining all phases of construction and building materials and consists of constant and random movement through the designated sensitive construction areas in an alert and deliberate manner. The concept of random traverses should be exercised. The construction site should be thoroughly inspected daily by Seabees prior to commencement of work by contractor personnel and again immediately after contractor personnel have secured the site.

d. A daily log of surveillance shall be maintained on the site. The log shall contain all significant events of the day. The log shall be submitted to the Security Officer for review weekly. Upon completion of the project, the log shall be returned to the OIC/NSU.

## Continuation—12 FAM 451 Exhibit 451.5

e. Seabee Surveillance Teams shall be in a civilian attire, appropriate to the local climate and working conditions.

f. Under the Security Officer's guidance, the CPOIC/POIC of the Team shall maintain liaison with the NCOIC MSG detachment regarding coordination of Seabee surveillance and MSG watch standing at the site.

5. In addition, the Seabees will observe the following:

a. Seabees will not carry weapons or serve as site security guards.

b. Seabee Construction Surveillance Teams shall be knowledgeable of post emergency procedures. The senior man on surveillance shall immediately advise the Site Supervisor of any emergency situation at the site.

c. Seabees will abide by rules and regulations applicable to other mission personnel.

6. Copies of these orders shall be delivered to the Security Officer and American Project Officer by the CPOIC/POIC immediately upon arrival at post.

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Officer in Charge  
Naval Support Unit  
State Department

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Chief, Division of  
Foreign Operations,  
Office of Security,  
Department of State

Attachment:  
1 - Sample Surveillance Log

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## **Continuation—12 FAM 451 Exhibit 451.5**

### **Attachment 1 (SAMPLE SURVEILLANCE LOG)**

10 Feb 73 (cont'd)

1800 Toured complete job site. No contractor personnel on board. Site Secured. Relieved by MSG LCpl M. Grant.  
Joe Seabee, BUC, USN

11 Feb 73 Sunday. No work.

12 Feb 73 BUC J. Seabee, USN and CE1 J. Hardhat, USN on board.

0645 Toured complete job site. All in order. Relieved by MSG Cp1 Smith.

0700 Contractor work commenced. Sensitive area work:

- (A) Room 217 (Amb Office) Scratch coat plaster continuing.
- (B) Room 307 (DAO) Commence installation of conduit for electrical service.
- (C) Room 317 (C&R) Commence installation of Class IV vault door (D-47). Checked combination on lock on door. Appears untampered.
- (D) Room 319 (C&R) Duplex outlet and toggle light switch installation continues.

0913 CE1 Hardhat identified extra (5 vice 4) conduit run between rooms 305 and 307. Advised PSO of possible security violation.

1520 Noted hollow wooden door vice solid wooden door being installed in Room 203 (GSO Office). Advised FBO Smoot.

1640 Was advised by FBO Smoot that contractor will work overtime to night to finish installation of door.

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## Continuation—12 FAM 451 Exhibit 451.5

**Enclosure No. 2** [This is from the 1978 version of the MOU.]

**FROM:** Chief Petty Officer in Charge/Petty Officer in Charge

**TO:** Officer in Charge, Naval Support Unit State Department

**SUBJ:** Project Completion Report for (title or descriptive name)

**REF:** (a) NSUINST 3120.1A

(b) Memorandum of Understanding to the Navy/State  
Department Agreement of

1. In accordance with references (a) and (b), the following is provided:

a. Project Description. In a brief narrative provide a description which includes:

Construction Surveillance, Special Project, Type of operation such as Embassy, Consulate General, Legation, Mission, etc. What city and country. Type of work such as build, erect, install, repair, renovate, etc.

b. Progress. Furnish a narrative on the general progress including start date and completion date. If project is terminated without achieving final completion, provide: (1) estimated percentage of work remaining, (2) estimated time (in weeks) to complete remainder of work, (3) a detailed description of the work to be completed and (4) also indicate whether sufficient materials are on-site to complete project and include an itemized list of material discrepancies.

c. Team Administration.

(1) Morale/Discipline. A brief but detailed report, as appropriate.

(2) Safety/Accident. Report any problems in this area and corrective action taken. Indicate any lost time in man days.

(3) Per Diem. Note daily per diem rate and ability to live within per diem. Describe type of quarters, whether Government/non-Government, adequacy, location, and means of daily transportation to and from project.

(4) Disposition of Government Property. Report condition and disposition of tools, equipment, etc. Provide registry numbers, date, and mode of shipment for any Government property.



## Continuation—12 FAM 451 Exhibit 451.5

d. Project Administration. Each action described herein will be reported in this section and will include names, titles, dates, etc. Upon completion of the project and prior to departure of the Seabee Team from the Temporary Duty (TDY) assignment, all electrical, mechanical and air conditioning (A/C) systems installed shall be thoroughly examined and tested by the Chief Petty Officer in Charge/Petty Officer in Charge. A post representative shall be thoroughly briefed and instructed on all systems which require periodic maintenance. A joint inspection will be conducted by the CPOIC/POIC, his supervisor, and the end user on all facets of the project are satisfactory. Include also in this section any disputes, disagreements, and discrepancies notes by any post official to the CPOIC/POIC during the course of these inspections, instructions, and examinations.

e. Problems and Recommendations. Note any problems or difficulties encountered, and suggestions or recommendations which will improve or provide resolutions to the project or future projects of a similar nature. Indicate if all problems have been resolved. Include any lessons learned which will be of benefit to the command and unit personnel. The CPOIC/POIC will prepare a clean set of as-built blueprints (red lined) of the project and forward to Officer in Charge Naval Support Unit.

Signature

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J. J. Seabee, SW2,  
USN CPOIC/POIC  
Seabee Team

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Counter Signature  
(Security Officer)  
Typed Name and Title

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Counter Signature  
(End User) Typed  
Name and Title